

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.032

Agenda No. 10.A

Approved: JAN 27 2016

TITLE:



## RESOLUTION AUTHORIZING AN EMERGENCY TEMPORARY APPROPRIATION

### COUNCIL

offered and moved

adoption of the following resolution:

WHEREAS, it is necessary to provide an additional appropriation in the Calendar Fiscal Year 2016 temporary budget to make available the money necessary for the continuance of City services during the temporary budget period; and,

WHEREAS, no adequate provision has been made in the Calendar Fiscal Year 2016 Temporary Budget for the aforesaid purpose, and N.J.S.A. 40A:4-20 provides for the creation of an emergency temporary appropriation for the purpose mentioned above; and,

WHEREAS, the total temporary budget resolutions adopted in Calendar Fiscal Year 2016 pursuant to the provisions of N.J.S.A. 40A:4-19,20, including this resolution, totals **\$200,260,155.00**

NOW THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City (not less than two thirds of all members thereof affirmatively concurring) that in accordance with the aforementioned statutes;

1. An emergency temporary appropriation is hereby created for:

GRANT	AMOUNT
Recycling Tonnage	\$ 290,150.00
Share Our Strength	\$ 15,000.00
Comprehensive Traffic Safety	\$ 26,700.00
Senior Nutrition	\$ 1,542,536.00
ET Total	\$ 1,874,386.00

2. Said emergency temporary appropriation will be provided for in the Calendar Fiscal Year 2016 Municipal Budget.

APPROVED: 

APPROVED: \_\_\_\_\_  
Business Administrator

APPROVED AS TO LEGAL FORM

\_\_\_\_\_  
Corporation Counsel

Certification Required ☐

Not Required ☐

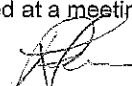
APPROVED 9-0

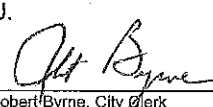
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.27.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

  
Rolando R. Lavarro, Jr., President of Council

  
Robert Byrne, City Clerk

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.033

Agenda No. 10.B

Approved: JAN 27 2016

TITLE:



## RESOLUTION AUTHORIZING CALENDAR YEAR 2015 APPROPRIATION RESERVE TRANSFERS.

**COUNCIL**  
adoption of the following resolution:

offered and moved

**RESOLVED**, by the Municipal Council of the City of Jersey City that the Comptroller is hereby authorized to make the following CY 2015 budgetary appropriation reserve transfers in accordance with N.J.S.A. 40A:4-59, two thirds of the full membership of the Municipal Council concurring:

FCOA	ACCOUNT	FROM	TO
25-240	Public Safety- Police SW	\$ 2,000,000.00	
25-265	Public Safety- Fire SW	\$ 1,500,000.00	
36-474	Consolidated Police/Fire NJ OE		\$ 20,000.00
23-220	Employee Group Health Insurance		\$ 3,480,000.00
<b>Total</b>		<b>\$ 3,500,000.00</b>	<b>\$ 3,500,000.00</b>

APPROVED: [Signature]

APPROVED: [Signature]  
Business Administrator

APPROVED AS TO LEGAL FORM

[Signature]  
Corporation Counsel

Certification Required ☐

Not Required ☐

**APPROVED 9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.27.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]  
Rolando R. Lavarro, Jr., President of Council

[Signature]  
Robert Byrne, City Clerk

# Resolution of the City of Jersey City, N.J.

City Clerk File No. \_\_\_\_\_ Res. 16.034

Agenda No. \_\_\_\_\_ 10.C

Approved: \_\_\_\_\_ JAN 27 2016

TITLE:



A Resolution Congratulating

## Jersey City Medical Center 2016 Vision of Performance Excellence Recipient

Council as a whole offered and moved for the adoption of the following resolution:

**WHEREAS**, the **Jersey City Medical Center** was founded in 1882 as a charity hospital, and in the following years expanded its array of services and gained a reputation as one of the premier medical care centers in the region; and,

**WHEREAS**, now called **Jersey City Medical Center – Barnabas Health**, the Center continues to serve the residents of northern New Jersey with a dedication to building a community that understands personal health in a comprehensive way; and

**WHEREAS**, because of its dedication to improving health outcomes, **Jersey City Medical Center – Barnabas Health** they have been named recipient of the Vision of Performance Excellence, a state-level Baldrige Quality Award for performance excellence; and

**WHEREAS**, on Thursday January 21<sup>st</sup>, a delegation representing Vision of Performance Excellence will travel from across the country to present this year's award to **Jersey City Medical Center – Barnabas Health**;

**NOW, THEREFORE, BE IT RESOLVED THAT** the Jersey City Municipal Council recognizes and honors **Jersey City Medical Center- Barnabas Health** for more than one hundred years of dedicated service to the City of Jersey City; and,

**BE IT FURTHER RESOLVED**, that all members of the Jersey City Municipal Council recognize and thank the local, county, state, and federal officials who join us in honoring **Jersey City Medical Center – Barnabas Health** for receiving this award.

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_  
Business Administrator

APPROVED AS TO LEGAL FORM

Certification Required ☐

Not Required ☐

Corporation Counsel

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.27.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

\_\_\_\_\_  
Rolando R. Lavarro, Jr., President of Council

\_\_\_\_\_  
Robert Byrne, City Clerk

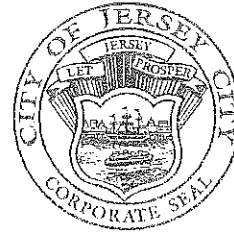
# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.035

Agenda No. 10-D

Approved: JAN 27 2016

TITLE: **RESOLUTION HONORING JOSEPHINE LORICCHIO  
ON THE OCCASION OF HER 100<sup>TH</sup> BIRTHDAY**



**COUNCIL** offered and moved adoption of the following resolution:

**WHEREAS**, Josephine Loricchio was born in Jersey City on December 17, 1915, and

**WHEREAS**, since the midwife did not record her birth until January 2, 1916, Josephine was able to reduce her age by nearly 2 weeks, and celebrated the date of her birth as of January 2, 2016; and

**WHEREAS**, Josephine grew up in downtown Jersey City, graduating from William L. Dickinson High School in 1934 with honors; and

**WHEREAS**, upon graduation, she worked for UNEEDA, a fine clothing company, on Newark Avenue, where she was entrusted to handle money as well as sell clothing; and

**WHEREAS**, on April 25, 1937, Josephine married Angelo Charles Loricchio, a native of the Greenville section of Jersey City, and had three (3) children: Francis, John and Susan, all of whom were raised in Jersey City; and

**WHEREAS**, during the 1950's Josephine and Angelo organized the CYO dances at Holy Rosary with Josephine recording music from the Hit Parade radio show, every Saturday, so the Church would not have to buy records; and

**WHEREAS**, in 1968, Josephine became a widow and raised Susan, her youngest child, as a single parent which also necessitated her return to work after a leave of 32 years; and

**WHEREAS**, Josephine worked for Sandra Lane on Newark Avenue part time during the day, and for Holy Rosary Church in the evening, until the then pastor, Father Joseph Cevetello, asked Josephine to come work full time for Holy Rosary Church; and

**WHEREAS**, until 1996, Josephine worked full time for Holy Rosary Church, first as a receptionist, later as a secretary and then as bookkeeper, until she retired at the age of 82; and

**WHEREAS**, Josephine was devoted to serving others, always willing to do extra, whether to help a parishioner locate a Baptismal certificate, consoling those in need or just listening to the lonely who called the Church rectory; and

**WHEREAS**, in 1999, the new pastor asked Josephine to return to Holy Rosary Church part-time, so she went to the Office of the Hudson County Clerk on Newark Avenue and filled out an application to renew her notary public commission for five years; and

**WHEREAS**, a few days thereafter, Josephine had a major stroke that, while undermining her physically, has not diminished her spirit and certainly not her enduring legacy: simple service to and love of, God, family, her Church and the community of the City of Jersey City.

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that Josephine Loricchio is hereby wished the Happiest 100<sup>th</sup> Birthday Ever and Best Wishes for Many, Many More.

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_  
Business Administrator

\_\_\_\_\_  
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.27.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

\_\_\_\_\_  
Rolando R. Lavarro, Jr., President of Council

\_\_\_\_\_  
Robert Byrne, City Clerk



# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.036

Agenda No. 10.E

Approved: JAN 27 2016

TITLE:



## RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY APPLYING AND ACCEPTING A GRANT AND AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT WITH THE COUNTY OF HUDSON DEPARTMENT OF HEALTH AND HUMAN SERVICES OFFICE ON AGING

### COUNCIL AS A WHOLE OFFERED AND MOVED ADOPTION of the following Resolution:

**WHEREAS**, the City of Jersey City ("the City") Department of Health & Human Services, Division of Senior Nutrition is desirous of entering into a grant agreement with the County of Hudson Department of Health Human Services Office on Aging ("County") in order to provide meals to senior congregate sites, to homebound elderly over the age of 60, and socialization to ensure their well-being; and

**WHEREAS**, this grant is for the period of January 1, 2016 through December 31, 2016 in the amount of \$1,234,029; and,

**WHEREAS**, the City will provide monetary matching funds of \$308,507, which will be allocated under the CY2016 temporary budget; and

**WHEREAS**, this grant agreement may be renewed and/or extended on a yearly basis, contingent on funding from the County of Hudson Department of Health and Human Services Office on Aging ; and

**WHEREAS**, this grant agreement may be renewed and/or extended on a yearly basis, contingent on funding from the County of Hudson Department of Health and Human Services Office on Aging; and

### NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of Jersey City that:

1. The City of Jersey City applies and accepts the funds of \$1,234,029 from the County of Hudson Department of Health and Human Services Office on Aging for CY 2016 Senior Nutrition Meals on Wheels and Congregate Sites Programs; and
2. The office of Management and Budget is hereby authorized to establish the proper account for these funds.

APPROVED: \_\_\_\_\_

Business Administrator

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.27.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

## **RESOLUTION FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

### **Full Title of Resolution**

**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY APPLYING AND ACCEPTING A GRANT AND AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT WITH THE COUNTY OF HUDSON DEPARTMENT OF HEALTH AND HUMAN SERVICES OFFICE ON AGING**

### **Initiator**

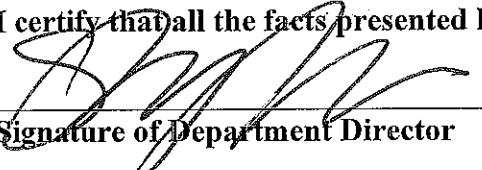
Department/Division	Health & Human Services	Director's Office
Name/Title	Stacey L. Flanagan	Director
Phone/email	Tel.: (201) 547-6800	sflanagan@jcnj.org

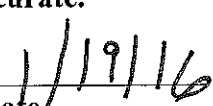
Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

### **Resolution Purpose**

This resolution authorizes the City of Jersey City Department of Health and Human Services, Division of Senior Nutrition to enter into a grant agreement, in the amount of \$1,234,029, with the County of Hudson Department of Health and Human Services Office on Aging to provide meals to senior congregate sites, to homebound elderly over the age of 60, and socialization to ensure their well-being. The City of Jersey City will provide monetary matching funds in the amount of \$308, 507.

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

  
Date



**COUNTY OF HUDSON**  
**DEPARTMENT OF HEALTH & HUMAN SERVICES**  
**AREA AGENCY OF AGING/ADRC**  
830 Bergen Avenue, Floor 3B  
Jersey City, NJ 07306  
Phone: (201) 369-4313  
Fax: (201) 369-4315

**THOMAS A. DEGISE**  
County Executive

**DARICE TOON**  
Director

**BRIAN POFFEL**  
Executive Director

January 5, 2016

Larry Eccleston, Senior Nutrition Director  
City of Jersey City, Office on Aging  
1 Journal Square Plaza, 2<sup>nd</sup> Floor  
Jersey City, NJ 07306

Re: 2016 Area Agency on Aging/Aging and Disabilities Resource Connection (AAA/ADRC) Notice of Initial Allocation

Dear Mr. Eccleston:

The Hudson County Board of Chosen Freeholders has approved the following 2016 initial allocation for City of Jersey City through the Hudson County Area Agency on Aging/Aging and Disability Resource Connection (AAA/ADRC). The 2016 initial allocation is as follows:

Project #	Service	Funding Source	Mid-Year Allocation	Total Allocation
205	Congregate Nutrition	III-C-1	\$67,168.00	\$134,375.00
212	Nutrition Education Counseling	III-C-1	\$11,707.00	\$23,415.00
206	Home Delivered Nutrition	III-C-2	\$90,516.00	\$181,033.00
205	Congregate Nutrition	NSIP	\$38,867.00	\$131,326.00
206	Home Delivered Nutrition	NSIP	\$35,594.00	\$120,331.00
261	Home Delivered Nutrition	SSBG	\$159,368.00	\$159,368.00
413	WHDM	SSBG	\$66,100.00	\$66,100.00
206	HDM	Supplemental	\$350,601.00	\$350,601.00
207	WHDM	Supplemental	\$23,006.00	\$23,006.00
207	WHDM	SWHDM	\$44,474.00	\$44,474.00
	<b>Total</b>		<b>\$910,553.00</b>	<b>\$1,234,029.00</b>

Please complete and submit three (3) originally signed Contract packages that will be sent electronically to the Hudson County Office on Aging by January 29, 2016. Please be certain to include the 25% match requirement consistent with your proposal within the contract and to budget your program accordingly based upon the allocation amount represented above.

Should you have any questions or need additional information, please do not hesitate to contact me at 201.369.4313 or by email at [bpoffel@hcnj.us](mailto:bpoffel@hcnj.us).

Thank you,  
  
Brian Poffel  
Executive Director

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.037

Agenda No. 10.F

Approved: \_\_\_\_\_

TITLE:



## RESOLUTION ACCEPTING GRANT FUNDS FOR THE 2013 RECYCLING TONNAGE GRANT FROM THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION

### COUNCIL

of the following resolution:

offered and moved adoption

**WHEREAS**, the Mandatory Source Separation and Recycling Act, P.L.1987,c. 102 has established a recycling fund from which tonnage grant made to municipalities in order to encourage local source separation and recycling programs; and

**WHEREAS**, it is the intent and the spirit of the Mandatory Source Separation and Recycling Act to use the tonnage grants to develop new municipal recycling programs and to continue and to expand existing programs; and

**WHEREAS**, the New Jersey Department of Environmental Protection has promulgated recycling regulations to implement the Mandatory Source Separation and Recycling Act; and

**WHEREAS**, the City of Jersey City designates the Jersey City Incinerator Authority to ensure that the recycling regulations imposed on municipalities as a condition of the tonnage grants, including but not limited to, making and keeping accurate, verifiable records of materials collected and claimed by the municipality is followed ; and

**WHEREAS**, a resolution accepting the funds in the amount of \$290,150 for such tonnage grant will memorialize the commitment of this municipality to recycling and to initiate the assent of the City Council to the efforts undertaken by the municipality and the requirements outlined in the Recycling Act and recycling regulation

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the City of Jersey City hereby accepts the funds of \$290,150 from the New Jersey Department of Environmental Protection for the 2013 Recycling Tonnage Grant and the Office of Management and Budget is hereby authorized to establish the proper account for these funds.

APPROVED: \_\_\_\_\_

*[Signature]*  
Business Administrator

APPROVED AS TO LEGAL FORM

*[Signature]*

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.27.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

*[Signature]*  
Rolando R. Lavarro, Jr., President of Council

*[Signature]*  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

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**Full Title of Ordinance/Resolution**

RESOLUTION ACCEPTING GRANT FUNDS FOR THE 2013 RECYCLING TONNAGE GRANT FROM THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION

**Initiator**

Department/Division	Administration	Management & Budget
Name/Title	Donna Maurer	CFO
Phone/email	(201)547-5042	donna@jcnj.org

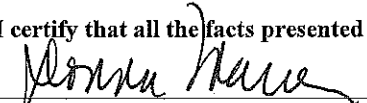
Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose**

To designate the Jersey City Incinerator Authority to ensure that the recycling regulations imposed on municipalities as a condition of the tonnage grants, including but not limited to, making and keeping accurate, verifiable records of materials collected and claimed by the municipality is followed.

Also, to accept the funds in the amount of \$290,150 for such tonnage grant; and in doing so memorialize the commitment of this municipality to recycling and to initiate the assent of the City Council to the efforts undertaken by the municipality and the requirements outlined in the Recycling Act and recycling regulation.

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

  
Date

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.038

Agenda No. 10.6

Approved: JAN 27 2016

TITLE: RESOLUTION CONFIRMING THE SALE OF CITY OWNED  
PROPERTY NOT NEEDED FOR PUBLIC USE, HELD ON  
THURSDAY, JANUARY 7, 2016



COUNCIL  
the following resolution:

offered and moved adoption of

WHEREAS, on November 24, 2015, the Municipal Council of the City of Jersey City passed and adopted a resolution authorizing the sale of certain public lands not needed for public use, by public sale to the highest bidder in accordance with N.J.S.A. 40A:12-13; and,

WHEREAS, notice of said sale was duly published as required by Law; and,

WHEREAS, in pursuance to said resolution such public sale was held in the Assembly Chamber, City Hall, 280 Grove Street, Jersey City, New Jersey on Thursday, January 7, 2016 at ten o'clock in the forenoon, local time; and,

NOW THEREFORE BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the said sale of the following properties is ratified, subject to any conditions or terms effecting the sale or reversionary deed, as the case may be,

BE IT FURTHER RESOLVED, that the said contract of sale, and deed may be executed by the authorized officials of the City of Jersey City.

BLOCK	LOT(S)	LOCATION	PURCHASER	PRICE
20001	16	199 Woodward Street	Strekte NY LLC 4 David Road Millerton, N.Y. 12456	\$27,000.
21102	43	67 Virginia Avenue	Kontos Construction LTD 40 Oakwood Avenue Woodbridge, New Jersey 07095	\$40,000.
23404	37	210 Bayview Avenue	Skyway Realty, LLC 327 Manhattan Ave. Jersey City, New Jersey 07307	\$90,000.
24902	15,16	97-101 M.L. King Drive	Lasani Group, Inc. 73 Logan Avenue 2nd Floor Jersey City, New Jersey 07306	\$298,000.
24905	30	228 Dwight Street	Skyway Realty, LLC 327 Manhattan Ave. Jersey City, New Jersey 07307	\$138,000.
27003	16	12 Parnell Place	AGF Holdings, LLC 1556 59th St. Brooklyn, N.Y. 11209	\$93,000.

APPROVED: [Signature] Real Estate Manager

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]  
Business Administrator

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.27.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]  
Rolando R. Lavarro, Jr., President of Council

[Signature]  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

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**Full Title of Ordinance/Resolution**

**RESOLUTION CONFIRMING THE SALE OF CITY OWNED PROPERTY NOT  
NEEDED FOR PUBLIC USE, HELD ON THURSDAY, JANUARY 7, 2016**

**Initiator**

Department/Division	Administration	Real Estate
Name /Title	Ann Marie Miller	Real Estate Manager
Phone/E-Mail	(201) 547-5234	annmarie@jcnj.org

**Note initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)**

**Resolution Purpose**

**To confirm the sale of six properties sold at a Public Auction which was held on Thursday, January 7, 2016. The total purchase price for the six properties is \$686,000.00.  
Once the deeds are released the properties will be returned to the tax rolls.**

**I certify that all the facts presented herein are accurate.**

  
\_\_\_\_\_  
**Signature of Department Director**

1/11/16  
\_\_\_\_\_  
**Date**

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.039

Agenda No. 10.H

Approved: JAN 27 2016

TITLE:



**RESOLUTION AUTHORIZING THE PAYMENT OF COMMON  
EXPENSES RELATING TO THE SEVEN (7) CITY-OWNED  
RESIDENTIAL CONDOMINIUM UNITS LOCATED AT 311  
WASHINGTON STREET.**

**COUNCIL**  
**following resolution:**

**offered and moved adoption of the**

**WHEREAS**, as the result of a lawsuit, the City of Jersey City v. Washington Commons LLC, Doc. HUD L-1957-11 the City of Jersey became the owner of seven, (7) residential condominium units located at 311 Washington Street; and

**WHEREAS**, in accordance with N.J.S.A. 46:8B-15 and N.J.S.A. 46:8B-17, condominium unit owners are responsible for payment of its share of common expenses based upon the owner's undivided percentage interest in the common areas of the building as set forth in the master deed; and

**WHEREAS**, the average estimated monthly installments due for ordinary common expenses for all seven (7) units is \$5,022.55 a month or \$60,270.60 a year; and

**WHEREAS**, the City will need to pay the condominium association common expenses for 2016 which will total \$60,270.60; and

**WHEREAS**, pursuant to N.J.S.A. 46:8B-219 (f) unpaid common area charges subject a unit to foreclosure in the same manner as a mortgage and the unit owner may be sued; and

**WHEREAS**, funds in the amount of \$15,000.00 will be made available in the City's 2016 temporary budget in unclassified operating account # 01-201-31-432-304; and

**WHEREAS**, pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2016 calendar year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2016 calendar year permanent budget.

**NOW THEREFORE BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that:

1. The Mayor or Business Administrator is hereby authorized to pay the common expense charges for the seven (7) condominium units at 311 Washington Street in the amount of \$5,022.55 per month or \$60,270.60 per year;
2. Funds in the amount of \$15,000.00 will be made available in the City's 2016 temporary budget in unclassified operating account #01-201-31-432-304;
3. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2016 calendar year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2016 calendar year permanent budget.



City Clerk File No. Res. 16.039Agenda No. 10.H JAN 27 2016

TITLE:

**RESOLUTION AUTHORIZING THE PAYMENT OF COMMON  
EXPENSE CHARGES RELATING TO THE SEVEN (7) CITY-OWNED  
RESIDENTIAL UNITS LOCATED AT 311 WASHINGTON STREET.**

I Donna Mauer (Donna Mauer), Chief Financial Officer,  
certify that funds in the amount of \$15,000.00 are available in Account  
#01-201-31-432-304 and the balance shall be made available to the Division of  
Real Estate in the City's permanent budget.

Requisition # 0173008 P.O.# 119764

AMM/pr

APPROVED: Ann Marie Kelly Real Estate Manager

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]  
Business Administrator

Corporation Counsel

Certification Required ☐Not Required ☐APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE <u>1.27.16</u>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]  
 Rolando R. Lavarro, Jr., President of Council

[Signature]  
 Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING THE PAYMENT OF COMMON EXPENSES  
RELATING TO THE SEVEN (7) CITY-OWNED RESIDENTIAL CONDOMINIUM  
UNITS LOCATED AT 311 WASHINGTON STREET**

**Initiator**

<b>Department/Division</b>	<b>Administration</b>	<b>Real Estate</b>
<b>Name /Title</b>	<b>Ann Marie Miller</b>	<b>Real Estate Manager</b>
<b>Phone/E-Mail</b>	<b>(201) 547-5234</b>	<b>annmarie@jcnj.org</b>

Note initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose**

**The City is responsible to pay the condominium association common expenses for 2016. The monthly amount for the seven units is \$5,022.55 or \$60,270.60 yearly. Pursuant to N.J.S.A. 46:8B-219 (f) unpaid common area charges subject a unit to foreclosure.**

**I certify that all the facts presented herein are accurate.**

  
\_\_\_\_\_  
**Signature of Department Director**

  
\_\_\_\_\_  
**Date**

WILLIAM C. MATSIKOUDIS

Corporation Counsel

City of Jersey City

City Hall - 280 Grove Street

Jersey City, New Jersey 07302

Telephone (201) 547-5229

Attorney for Plaintiff, City of Jersey City

20111004010074200 1/2  
10/04/2011 10:12:05 AM DEEDMUN  
Bk: 8813 Pg: 422  
Willie L. Flood  
Hudson County, Register of Deeds  
Receipt No. 608246

MARY K. COSTELLO

CITY OF JERSEY CITY

Plaintiff

v.

SUPERIOR COURT OF NEW JERSEY

Law Division - Hudson County

Docket No. HUD L-1957-11

Civil Action

WASHINGTON COMMONS, LLC

Defendant

FINAL JUDGMENT AWARDING TITLE  
TO 7 CONDOMINIUM UNITS AT  
311 WASHINGTON ST., JERSEY CITY  
NEW JERSEY

This matter having been the subject of a trial held as a summary proceeding on August 25, 2011, and William C. Matsikoudis, Corporation Counsel, attorney for the City of Jersey City, Judith D. O'Donnell, Assistant Corporation Counsel, appearing for the plaintiff, and Nicholas Buttafuoco, Esq. appearing for the defendant, and the matter being opposed, the Court having considered the evidence presented, the arguments of counsel and the Court having made findings of fact and for good cause shown,

IT IS on this 7<sup>th</sup> day of Sept., 2011 ORDERED as follows:

1. That the City is hereby awarded title to the second floor units A, B, C, D, E, F and G (the "Units") at 311 Washington Street, Jersey City, New Jersey

2. That pursuant to this Final Judgment, fee absolute title to the Units shall vest in the City of Jersey City simple October 7, 2011 unless defendant executes deeds for each Unit on or before that date.

3. That Defendant shall provide title insurance for the Units, as well as the Public Offering Statement for the condominium in which the Units are located, the survey certificates for each Unit and a copy of the recorded Master Deed.

4. That Defendant shall remove any liens or other encumbrances so that each

Unit shall have marketable title;

5. For each Unit, the Defendant shall also provide the City with Homeowner's Warranties, Affidavits of Consideration, Seller's Residency Certification/Exemption form, GIT/REP-3 (or any amendment thereto), 1099's and any other document required to legally convey condominium units in New Jersey.

6. Each Unit shall be fully completed with all areas needing repair, properly repaired, and in broom clean condition.

7. This Final Judgment shall be recordable by the Hudson County Register as title to the aforementioned Units in lieu of deeds, filed with the Clerk of the Superior Court of New Jersey and shall be considered for all purposes valid and transferrable fee simple title to the Units on the tax map of the City of Jersey City known as Block 106, Lot A.1, and identified above as the Units.

8. The Unit conveyance terms of this Final Judgment shall be stayed for 5 days from the date of the bench trial of August 25, 2011.

9. The Counterclaim is hereby dismissed.

10. The effective date of this Final Judgment is the date of the bench trial, i.e. August 25, 2011.

*Mary K. Costello*  
HON. MARY K. COSTELLO, JSC

*Proposed form of order and two rounds of objections under Five Day Rule were received and considered.*

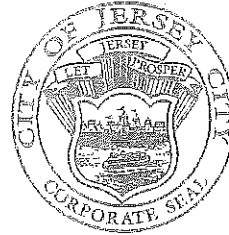
# Resolution of the City of Jersey City, N.J.

City Clerk File No. \_\_\_\_\_ Res. 16.040

Agenda No. \_\_\_\_\_ 10. I

Approved: \_\_\_\_\_ JAN 27 2016

TITLE:



## AUTHORIZE REPLACEMENT OF LOST THIRD PARTY TAX SALE CERTIFICATE# 2013-0393 SOLD TO SB MUNI CUST % LBHONEYBADGER, LLC

### COUNCIL OFFERED, AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

**WHEREAS**, the City of Jersey City sold tax sale certificate # 2013-0393 on 70 Central Avenue for Block 5704 Lot 1 to **SB Muni Cust % LBHoneybadger, LLC**; and

**WHEREAS**, **SB Muni Cust % LBHoneybadger, LLC**, the third party lien holder for certificate # 2013-0393 lost the original certificate issued on December 19, 2013; and

**WHEREAS**, the Tax Collector's records indicate that the tax sale certificate was redeemed on December 18, 2015 by the property owner; and

**WHEREAS**, the Tax Collector would like to issue a duplicate tax sale certificate to **SB MUNI CUST % LBHoneybadger, LLC** under chapter 99 the P.L. of 1997.

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City, that **SB Muni Cust % LBHoneybadger, LLC** be given a duplicate tax sale certificate.

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

Business Administrator

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.27.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

\_\_\_\_\_  
Rolando R. Lavarro, Jr., President of Council

\_\_\_\_\_  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

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**Full Title of Ordinance/Resolution**

AUTHORIZING REPLACEMENT OF LOST THIRD PARTY TAX SALE CERTIFICATE# 2013-0393  
SOLD TO SB MUNI CUST % LB HONEYBADGER, LLC

**Initiator**

Department/Division	Administration	Tax Collection
Name/Title	Maureen Cosgrove	Tax Collector
Phone/email	5120	Maureen@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose**

The purpose of this resolution is to prepare a duplicate tax sale certificate for SB MUNI CUST % LB HONEYBADGER, LLC who misplaced the original certificate.

I certify that all the facts presented herein are accurate.

  
\_\_\_\_\_  
Signature of Department Director

1-12-16  
\_\_\_\_\_  
Date

**AFFIDAVIT OF LOST CERTIFICATE**

CERTIFICATE # 2013-0393

BLOCK: 5704

LOT: 1

QUAL: \_\_\_\_\_

DATE: JANUARY 8, 2016

PROPERTY LOCATION: 70 CENTRAL AVENUE

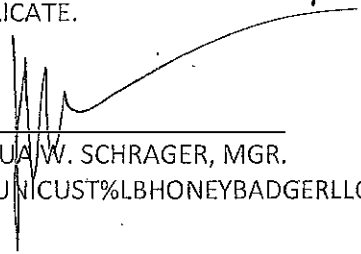
CITY OF: JERSEY CITY

COUNTY OF: HUDSON

STATE OF: NEW JERSEY

I, SBMUNICUST%LBHONEYBADGERLLC, HEREBY CERTIFY THAT I AM THE LIEN HOLDER FOR THIS CERTIFICATE. I HEREBY CERTIFY THAT IT IS LOST AND HAS NOT BEEN SOLD OR TRANSFERRED TO ANOTHER PARTY.

ATTACHED IS OUR CHECK # 2960 IN THE SUM OF \$100.00 TO COVER THE COST TO PROVIDE A DUPLICATE.

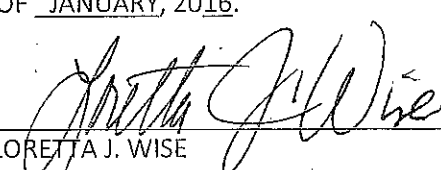
  
\_\_\_\_\_  
JOSHUA W. SCHRAGER, MGR.  
SBMUNICUST%LBHONEYBADGERLLC

**SWORN AND SUBSCRIBED**

STATE OF FLORIDA  
COUNTY OF BROWARD

ACKNOWLEDGED BY JOSHUA W. SCHRAGER, MGR., THE AUTHORIZED AGENT FOR  
SBMUNICUST%LBHONEYBADGERLLC THIS 8th DAY OF JANUARY, 2016.



  
\_\_\_\_\_  
LORETTA J. WISE  
NOTARY PUBLIC - STATE OF FLORIDA

# Resolution of the City of Jersey City, N.J.

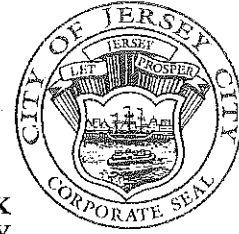
City Clerk File No. Res. 16.041

Agenda No. 10. J

Approved: JAN 27 2016

TITLE:

**RESOLUTION AUTHORIZING THE EXECUTION OF A RINK PARTICIPATION AGREEMENT WITH THE NEW JERSEY DEVILS, LLC THAT AUTHORIZES THE LEARN TO SKATE PROGRAM TO BE CONDUCTED AT THE CITY'S CHARLIE HEGER ICE RINK**



WHEREAS, the New Jersey Devils, LLC ("NJ Devils") is a professional hockey team in the National Hockey League; and

WHEREAS, the NJ Devils offers the "2015-2016 New Jersey Devils Grassroots Rink Affiliate Program" (the "Program"); and

WHEREAS, the purpose of the Program is to provide a recreational opportunity for Jersey City children where the NJ Devils will host a Learn to Play clinic comprised of several practice stations for a one hour session with Martin Brodeur; and

WHEREAS, the NJ Devils have offered to the City of Jersey City ("City") to provide the Program at the City's Charlie Heger Ice Rink during this year's hockey season; and

WHEREAS, the Program is provided at no cost to the City and the NJ Devils will provide the City with \$1,000.00 to support the City's youth hockey activities and will provide the City will various hockey equipment and materials; and

WHEREAS, N.J.S.A. 40A:5-29 authorizes the City to accept gifts; and

WHEREAS, the City desires to enter into the 2015-2016 New Jersey Devils Grassroots Rink Affiliate Program Rink Participation Agreement (the "Agreement") so that it can participate in the Program; and

WHEREAS, the term of the Agreement is effective upon its execution by City officials and will end on August 31, 2016; and

WHEREAS, the Agreement requires that City and the NJ Devils indemnify each other in connection with the offering of the Program; and

WHEREAS, the Agreement requires that the City provide a Certificate of Insurance that names the NJ Devils as an additional insured.



## TITLE:

**RESOLUTION AUTHORIZING THE EXECUTION OF A RINK PARTICIPATION AGREEMENT WITH THE NEW JERSEY DEVILS, LLC THAT AUTHORIZES THE LEARN TO SKATE PROGRAM TO BE CONDUCTED AT THE CITY'S CHARLIE HEGLER ICE RINK**

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. The Mayor or Business Administrator is authorized to execute the attached 2015-2016 New Jersey Devils Grassroots Rink Affiliate Program Rink Participation Agreement with the New Jersey Devils, LLC;
2. The term of the Agreement is effective upon its execution by City officials and shall end on August 31, 2016; and
3. The Risk Manager is authorized to issue to the NJ Devils a Certificate of Insurance.

RR  
1-19-16

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐Not Required ☐


APPROVED 9-0


RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.27.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

  
Rolando R. Lavarro, Jr., President of Council

  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING THE EXECUTION OF A RINK PARTICIPATION AGREEMENT WITH THE NEW JERSEY DEVILS, LLC THAT AUTHORIZES THE LEARN TO SKATE PROGRAM TO BE CONDUCTED AT THE CITY'S CHARLIE HEGER ICE RINK**

**Initiator**

Department/Division	Recreation	
Name/Title	Kevin Williamson	Director
Phone/email	547-6560	Kwilliamson@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose**

The New Jersey Devils, LLC ("NJ Devils") is a professional hockey team in the National Hockey League that offers the "2015-2016 New Jersey Devils Grassroots Rink Affiliate Program" (the "Program"). The purpose of the Program is to provide a recreational opportunity for Jersey City children where the NJ Devils will host a Learn to Play clinic comprised of several practice stations for a one hour session with Martin Brodeur at the City's Charlie Heger Ice Rink during this year's hockey season. The Program is provided at no cost to the City and the NJ Devils will provide the City with \$1,000.00 to support the City's youth hockey activities and will provide the City with various hockey equipment and materials. The City will enter into a Rink Participation Agreement (the "Agreement") so that it can participate in the Program. The term of the Agreement is effective upon its execution by City officials and will end on August 31, 2016.

**I certify that all the facts presented herein are accurate.**

\_\_\_\_\_  
**Signature of Department Director**

\_\_\_\_\_  
**Date**

## 2015-2016 NEW JERSEY DEVILS GRASSROOTS RINK AFFILIATE PROGRAM

### RINK PARTICIPATION AGREEMENT

This shall confirm the agreement, effective as of the date stated below (the "Effective Date"), between the ice rink described below ("Rink") and New Jersey Devils LLC ("Devils") with regard to Rink's participation in the Devils 2015-16 Grassroots Rink Affiliate Program (the "Program") on the terms and conditions contained herein.

#### 1. RINK INFORMATION.

a. Rink:

Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

Address: \_\_\_\_\_

b. Type of Legal Entity and Legal Name: [Examples: Corporation, Partnership, Sole Proprietor]

\_\_\_\_\_

c. Rink Contact:

Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

In consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

#### 2. THE PROGRAM.

a. Sponsorship of Rink's "Learn to Skate" Program.

i. Devils visit to Rink's "Learn to Skate" Program Session ("LTS Session Visit"):

1. Devils representatives will visit a session of the Rink's "Learn to Skate" program for children ages 4-9. Visiting Devils representatives shall include the New Jersey Devils Mascot, "N.J. Devil", and select members of the New Jersey Devils Skate Guards and the Devils Event Team.
2. Rink staff will run the session and Devils staff will be available to help instructors by demonstrating basic skating drills where needed.
3. Each participant in the LTS Session Visit will receive a Devils jersey.
4. Following the session, the Devils may, schedule permitting, provide additional time for autograph signing. Devils Event Team will distribute to participants "Learn to Skate" giveaways (as referenced below).

ii. In addition to the LTS Session Visit, Devils will provide the following sponsorship benefits to Rink's "Learn to Skate" Program:

1. One thousand dollars (\$1,000.00) in support of Rink's youth hockey activities;
2. Five (5) on-ice coaching uniforms;
3. Two hundred (200) jerseys for the Rink;
4. Two hundred (200) Devils "Learn to Skate" patches;
5. Two hundred (200) certificates of participation; and
6. Two hundred (200) youth hockey starter kits.

b. New Jersey Devils Player and/or Team Representative Special Appearance/Shootout and Goaltending Challenge ("Special Appearance Event").

- i. Reasonable efforts will be made by Devils to provide the Rink with a visit from a current New Jersey Devils player, and/or Alumni or other Team Representative (collectively, the "Team Representative"). Team Representative and date and allotted time for the visit will be determined by Devils, subject to availability. The Team Representative will visit a hockey practice for a maximum of forty (40) co-ed participants ages 12 and under. The practice will be conducted by the participating youth hockey team's coaching staff and/or Rink staff.
- ii. As part of the Special Appearance Event, the Rink will hold a shootout and goaltending challenge (the "Challenge") among the participants in the Special Appearance Event.

1. Each participant shall receive a:

- a. Devils branded youth hockey jersey; and
- b. Commemorative patch.

2. Each participant will have the opportunity to compete in the Challenge and one (1) participant shall be deemed the shooter winner and one (1) participant will be deemed the goaltender winner (based on shooting percentage and save percentage)(collectively, the "Winners").

3. Each of the two (2) Winner(s) of the Challenge shall receive the following prizes:

- a. An invitation to participate in a final shootout and goaltending skills competition, tentatively entitled the "New Jersey Devils Junior Shootout and Goaltending Challenge Presented by Program Sponsor" (the "Finals") to be held at the Prudential Center in Newark, New Jersey on a date to be determined by the Devils;
- b. An official "New Jersey Devils Junior Player Contract for a Day";
- c. One (1) official "New Jersey Devils Junior Shootout and Goaltending Challenge" jersey (distributed at the Finals); and
- d. One (1) commemorative medal or other souvenir selected by Devils.

iii. The Rink shall ensure the following in connection with the LTS Session and the Special Appearance Event (which are collectively referred to herein as the "Activities"):

1. Activities must be conducted under the auspices of USA Hockey or of an established and/or sanctioned hockey organization or association, as applicable.

2. Rink must separate participants into groups depending on their size and skating ability.

3. All participants in the Activities must wear such protective equipment, including, but not limited to, helmets with a full cage mask and mouth pieces as may be required in accordance with guidelines of the sanctioning body, association or organization.

4. All participants in the Activities must sign a waiver attached as Exhibit A. Any individual who does not provide an executed waiver to the Rink and the Devils will not be permitted to participate in the Activities. A guardian or parent must execute a waiver on behalf of each participant who is a minor.

5. Rink's supervisory staff must be present during all Activities.

6. In connection with each of the Activities, the Rink shall provide to Devils a private locker room, a minimum of five (5) reserved parking spots, two (2) display tables with chairs and an appropriate autograph area set up in the main lobby or in another location acceptable to Devils.

iv. Devils' Program sponsor ("Program Sponsor") will be identified as a presenting partner in connection with the Program and the Activities and on all materials and giveaways distributed in connection therewith.

c. Signage. The following signage shall be featured at the Rink in locations to be mutually agreed upon by Devils and Rink:

i. Signage indicating that New Jersey Devils and Program Sponsor Proudly Support Youth Hockey and Rink.

1. One (1) banner, two (2) dasher boards, one (1) framed certificate and one (1) customized framed hockey jersey to be displayed at all times at the Rink. (All of the foregoing to identify Devils and Program Sponsor.) Devils shall be responsible for all design and production costs, and Rink shall be responsible for all installation costs.

ii. **Fat Heads.**

1. Up to four (4) Devils-branded Fat Heads to be displayed at all times during the Term at the Rink. Devils shall be responsible for all purchase costs, and Rink shall be responsible for all installation costs.

iii. **Team Schedule.**

1. One (1) Devils season schedule poster to be displayed at all times during the Term at the Rink. Devils shall be responsible for all purchase costs, and Rink shall be responsible for all installation costs.

d. **Rink Display Tables.** Devils will have an opportunity to set up two (2) information display tables at the Rink during the Activities, and at such special events and other times and dates as may be mutually agreed upon by the parties (the "Display Tables"). Devils and Program Sponsor representatives may use the Display Tables to distribute information about Program Sponsor, the Program, Devils promotions, tickets or merchandise, etc.

e. **Website Links.** Each party shall work cooperatively to provide reciprocal links to their respective websites.

- i. Rink to participate in New Jersey Hockey Network (NJHockey.net). NJHockey.net is a planned digital network of facilities, players, and community services that collaborate to grow the game of hockey, and engage the next generation of players and fans in the state of New Jersey.
- ii. Rink to add a web banner along the top of its website promoting NJHockey.net which will be provided and controlled remotely by Devils.
- iii. Devils will provide a space on [www.newjerseydevils.com](http://www.newjerseydevils.com) that promotes the Rink as a participant in the Program.

f. **Digital Promotions.** Rink shall include Devils and Prudential Center promotions in two (2) email blasts per month to be sent to Rink's entire database. (Certain emails may feature or identify Program Sponsor.)

g. **Additional Rink Affiliate Benefits.** As a participant in the Program, Rink shall also receive:

- i. Four (4) tickets to one (1) luxury suite night designated by the Devils during the 2015-16 regular season;
- ii. One (1) invitation to a private Devils player event at Prudential Center;
- iii. Access to a Devils concierge to coordinate discounted group outings, individual ticket offers and to monitor Devils marketing collateral within the Rink;
- iv. Access to one (1) Marquee Matchup intermission ice slot, subject to availability;
- v. One (1) locker-room tour for a maximum of ten (10) people to take place during the summer on a date and time to be determined by Devils; and
- vi. One (1) autographed puck for the Rink to auction and donate the proceeds to a charity of its choice.

3. **TERM.** The term of this Agreement shall commence on the Effective Date and end on August 31, 2016, unless sooner terminated in accordance with the terms hereof (the "Term").

4. **PUBLICITY.** The Rink agrees that it will not issue, publish, disclose, release or disseminate any communication to the public in any form whatsoever regarding this Agreement, the Program, the Activities, or the relationship between the Rink and the Devils unless all parties agree to the content and timing of the distribution of such information. Furthermore, the Rink will not directly or indirectly record the Activities by any means or media now known or hereafter developed without the prior written consent of the Devils.

5. **WAIVERS.** Rink shall assume responsibility for obtaining any required consents, approvals, and releases from individuals required for the exercise of the Activities hereunder. This includes, but is not limited to, having all participants in the Activities, as well as all coaches, officials and volunteers, sign the Participant Release and Waiver of Liability attached on Exhibit A. Any individual who does not provide an executed Participant Release to the Rink and the Devils will not be permitted to participate in the Activities. A guardian or parent must execute a Participant Release on behalf of each participant who is a minor.

6. **INTELLECTUAL PROPERTY.** No right or license is granted for the use of any Devils intellectual property or proprietary right for any purpose unless prior written consent of the Devils. Rink hereby grants to the Devils a non-exclusive, royalty-free, worldwide, fully paid up, irrevocable license to use the Rink's intellectual property and proprietary rights in connection with the advertisement of the Program.

7. **INDEPENDENT CONTRACTOR.** The Devils shall function as an independent contractor and not as an employee of the Rink. Nothing herein shall be deemed to create or constitute a partnership, joint venture, or an agency relationship between the parties.

8. **INSURANCE.** The following minimum insurance requirements must be met and maintained by the Rink during the Term, and the Rink must provide to Devils a Certificate of Insurance before the commencement of the Activities evidencing compliance with such terms:

- a. Workers' Compensation in compliance with state laws, including Employers' Liability with minimum limits of:
- i. \$1,000,000 Each Accident;
  - ii. \$1,000,000 Disease --Each Employee;
  - iii. \$1,000,000 Disease -- Policy Limit.
- b. An Insurance Services Office occurrence based Commercial General Liability Insurance Policy, covering claims for bodily injury, property damage and personal and advertising injury. Rink's Commercial General Liability policy shall not exclude coverage for sexual abuse and molestation. Such insurance shall include contractual liability coverage and must provide minimum limits of:
- i. \$2,000,000 Each Occurrence;
  - ii. \$4,000,000 General Aggregate.
- c. All [REDACTED] by [REDACTED] of [REDACTED] General conditions apply to this insurance coverage is that [REDACTED] retention; [REDACTED]
- d. New Jersey Devils LLC, Devils Arena Entertainment LLC, and each of their subsidiaries or affiliated entities, any entity which, now or in the future, controls, is controlled by, or is under common control with the foregoing, and their directors, officers and employees ("Additional Insureds") must be named as Additional Insureds under the Commercial General Liability.

[illegible]

## 9. INDEMNIFICATION.

- a. Rink agrees to protect, indemnify and hold harmless the Devils, Program Sponsor, the National Hockey League, and each of its respective parents, subsidiaries, partnerships, stockholders, owners, governors, partners and other affiliates and each officer, director, governor, shareholder, employee, representative and agent of each of the foregoing, and all of the foregoing's respective successors and assigns (collectively, the "Devils Indemnified Parties"), from and against any and all liabilities, losses, damages, costs, expenses (including, but not limited to, attorneys' fees and expenses), causes of action, suits and claims of any nature whatsoever arising from, based upon or relating to the Rink's involvement in the Program including, but not be limited to, matters arising from, based upon or relating to (i) any failure of the Rink to comply with the terms and conditions of this Agreement, (ii) any personal injury or death to, or damage to, or loss of property of, any person caused in whole or in part by the negligence or wrongful act of the Rink or any employee, agent, contractor or representative of the Rink; and (iii) unauthorized use by the Rink of any names, logos, emblems, trademarks, insignia or other indicia of the Devils or any of its affiliates. In the event any claim, suit or cause of action covered by this Section 8(a) is asserted in any legal proceeding against any Devils Indemnified Parties, the Rink shall be afforded reasonable notice of and tendered the opportunity to defend (at its own cost and expense) such claim, suit or cause of action on behalf of the Devils Indemnified Parties. If the Rink fails to timely accept such tender of the defense of such claim, suit or cause of action, then the Devils may assume the defense of such claim, suit or cause of action and settle or litigate the same as it may determine, in its sole discretion.
- b. The Devils agrees to protect, indemnify and hold harmless the Rink and its employees, officers, partners, directors, subsidiaries, stockholders, and other affiliates and all of the foregoing parties' respective successors and assigns (collectively, the "Rink Indemnified Parties"), from and against any and all liabilities, losses, damages, costs, expenses (including, but not limited to, attorney's fees and expenses), causes of action, suits and claims of any nature whatsoever arising from, based upon or relating to (i) any failure of the Devils to comply with the terms and conditions of this Agreement, (ii) any personal injury or death to, or damage to, or loss of property of, any person caused in whole or in part by the negligence or wrongful act of the Devils or any employee, agent, contractor or representative of the Devils. In the event any claim, suit or cause of action covered by this Section 8(b) is asserted in any legal proceeding against any Rink Indemnified Parties, the Devils shall be afforded reasonable notice of and tendered the opportunity to defend (at its own cost and expense) such claim, suit or cause of action on behalf of the Rink Indemnified Parties. If the Devils fails to timely accept such tender of the defense of such claim, suit or cause of action, then the Rink may assume the defense of such claim, suit or cause of action and settle or litigate the same as it may, in its sole discretion, may determine.

- c. Neither Party shall be required to indemnify the other party to the extent a claim is caused by the indemnified Party's own negligence or misconduct or that of its employees, agents, contractors or representatives.
- d. Anything contained in this Agreement to the contrary notwithstanding, neither party shall have any liability to the other for any consequential or punitive damages arising from any breach of any obligations under this Agreement, provided that such limitation shall not apply to any liability with respect to the obligations under Paragraphs a. and b. above, or for damages resulting from a party's gross negligence or intentionally wrongful or criminal misconduct.

#### 10. MISCELLANEOUS.

- a. Devils reserve the right to substitute representatives and/or cancel or reschedule any Activities at the Rink in their sole discretion.
- b. This Agreement constitutes the final, complete and exclusive understanding between the parties with respect to the subject matter set forth herein and supersedes all prior or contemporaneous agreements in regard thereto. The parties have not relied upon any promises, warranties, or undertakings other than those expressly set forth in this Agreement.
- c. Nothing in this Agreement will give any person other than the parties hereto and each of their respective successors or assigns any legal or equitable rights, remedy, or claim under this Agreement except with respect to the Indemnification provision herein.
- d. The failure of either party to object to or to take affirmative action with respect to any conduct of the other party which is in violation of the terms hereof will not be construed as a waiver of any subsequent breach or wrongful conduct.
- e. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, without reference to the conflict of law provisions thereof.
- f. If any portion of this Agreement shall be held invalid or unenforceable, the remaining portion hereof shall not be affected thereby and shall remain in full force and effect.
- g. No waiver or modification of any of these terms shall be valid unless in writing.
- h. In no capacity shall the Rink adversely affect or be detrimental other reputation, good will, or the best interests of the Program, Devils, or Program Sponsor and the Rink must comply with all applicable laws, rules and regulations. In the event of Rink's failure to comply with this Paragraph h, Devils may terminate this Agreement without further obligation to Rink.
- i. Any provision of this Agreement that contemplates performance or observance subsequent to any termination or expiration of this Agreement, including, without limitation, all provisions with respect to confidentiality, limitation on liability or indemnification, shall survive any termination or expiration of this Agreement and continue in full force and effect.

The undersigned hereby represents and warrants that he/she has full authority to execute this document on behalf of Rink and bind Rink, and any organization or political subdivision of which Rink is a part.

RINK: \_\_\_\_\_

NEW JERSEY DEVILS LLC

AUTHORIZED  
SIGNATURE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

EFFECTIVE DATE: \_\_\_\_\_

(5)

## EXHIBIT A

### 2015-2016 NEW JERSEY DEVILS GRASSROOTS HOCKEY PROGRAM

#### PARTICIPANT RELEASE AND WAIVER OF LIABILITY AND PUBLICITY

Rink: \_\_\_\_\_ (the "Rink")

Date of Program Activity: \_\_\_\_\_

**PLEASE READ CAREFULLY! BY SIGNING THIS DOCUMENT YOU ARE CONSENTING TO THE WAIVER AND RELEASE OF CERTAIN LEGAL RIGHTS AS SET FORTH IN THIS RELEASE AND WAIVER OF LIABILITY AGREEMENT!**

In consideration of the below named individual ("Participant") being provided the opportunity to participate in an activity of the 2015-16 New Jersey Devils Grassroots Hockey Program at the Rink (the "Program") the Participant and (if Participant is less than 18 years of age) his/her parent or guardian hereby freely, voluntarily, and without influence from anyone or duress of any kind, executes this release and consents and agrees to the following:

Participant desires to engage in certain Activities at the Rink in connection with the Program. Participant acknowledges that he/she derives personal satisfaction and a benefit by virtue of his/her participation in the Program and Participant willingly engages in this Program. Participant understands that his/her participation in the Program may include but may not be limited to participation in on-ice instructional activities at the Rink, and, if offered in connection with certain activities, a shootout and goaltending skills challenge conducted by the Rink.

PARTICIPANT/PARENT/GUARDIAN HEREBY ACKNOWLEDGES THE INHERENT RISKS AND DANGERS OF THE PARTICIPANT'S PARTICIPATION IN THE PROGRAM, AND HEREBY ASSUMES ALL RISK AND RESPONSIBILITY FOR ANY PERSONAL INJURY, OR PROPERTY DAMAGE TO THE PARTICIPANT ARISING FROM PARTICIPATION IN THE PROGRAM, AND ANY PERSONAL INJURY, OR PROPERTY DAMAGE TO ANY OTHER PERSON DIRECTLY OR INDIRECTLY CAUSED BY SUCH PARTICIPATION IN THE PROGRAM.

PARTICIPANT/PARENT/GUARDIAN THEIR LEGAL REPRESENTATIVES, HEIRS, SUCCESSORS, AND ASSIGNS HEREBY FOREVER INDEMNIFIES, RELEASES, DISCHARGES AND AGREES TO DEFEND DEVILS ARENA ENTERTAINMENT LLC, NEW JERSEY DEVILS LLC (COLLECTIVELY, THE "DEVILS"), THE RINK, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, MEMBERS, PARTNERS, STOCKHOLDERS, PARENT, AFFILIATED AND SUBSIDIARY COMPANIES, EMPLOYEES, LICENSORS, LICENSEES, AGENTS, AND CONTRACTORS, AND THEIR SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "RELEASED PARTIES") TO THE FULLEST EXTENT PERMISSIBLY BY LAW, INCLUDING BUT NOT LIMITED TO THE NEGLIGENCE, FAULT OR MISCONDUCT OF ANY KIND ON THE PART OF THE RELEASED PARTIES FROM AND AGAINST ALL CLAIMS, LOSSES, AND DAMAGES DIRECTLY, OR INDIRECTLY ARISING FROM OR MAY HEREAFTER ARISE FROM PARTICIPATION IN THE PROGRAM (INCLUDING BUT NOT LIMITED TO DEATH, BODILY OR PERSONAL INJURY, ILLNESS, ECONOMIC LOSS OR OUT OF POCKET EXPENSES OR LOSS OR DAMAGE OF PROPERTY).

Participant also understands that the Released Parties do not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance in the event of injury or illness.

Participant further acknowledges and accepts sole responsibility for all of the hazards to him/her and his/her property associated with or related to the performance in the Program, his/her participation with the Released Parties (including but not limited to any injury or damage that he/she may cause to others), and any conditions on projects, property, facilities, accommodations, equipment, supplies and tools (irrespective of who may own or provide any one of these items) incidental to his/her performance in the Program and/or participation with the Released Parties, whether caused by the negligence, fault or misconduct of any kind on the part of the Released Parties.

Participant does hereby release and forever discharge the Released Parties from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Program with the Released Parties.



Participant/Parent/Guardian hereby acknowledges that (i) Participant's participation in the Program shall be subject to compliance with the all of the Rink rules; and (ii) as a precondition to participation in the Program, Participant represents that Participant shall, at all times, be in good physical condition and shall not be subject to any medical condition that poses or may pose any risk of harm or disability to the Participant or others.

Participant understands that, except as otherwise agreed to by the Released Parties in writing, Released Parties Releasees do not carry or maintain health, medical, or disability insurance coverage for any Participant. Each Participant is expected and encouraged to obtain his or her own medical or health insurance coverage.

To the extent permitted by law, Participant/Parent/Guardian hereby grant in perpetuity, without reservation of any rights, and without any compensation, or additional consideration of any kind, unrestricted permission to the Devils and Rink to use worldwide Participant's name, picture, portrait, likeness, and identification, including photographs, video or audio recordings taken of Participant in connection with Participant's participation in the Program in all media, and modes of advertising promoting the Devils, Prudential Center, the Rink, the Competition or the Program.

Participant/Parent/Guardian hereby warrants that they have read the above authorization, release and agreement prior to its execution and is fully familiar with the contents thereof. Participants under the age of eighteen (18) must have this release signed by a parent or legal guardian. This agreement represents the entire understanding of the parties and may not be amended unless mutually agreed to by the parties in writing.

This document shall be governed and construed in accordance with the laws of the State of New Jersey, without reference to the conflict of law provisions thereof. If any portion of this document shall be held invalid or unenforceable, the remaining portion hereof shall not be affected thereby and shall remain in full force and effect.

**PARTICIPANT (Please Print):**

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email:\* \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*\* Optional: By providing an e-mail address, you are consenting to being contacted via e-mail by the Devils and their affiliates.*

**PARENT/GUARDIAN** I affirm that I am the Parent/Guardian of the Participant with authority to give this authorization to his/her participation in the Program and confirmation of the above agreement and release. I agree to indemnify the Devils, the Rink and their respective officers, directors, members, partners, stockholders, parent, affiliated and subsidiary companies, employees, licensors, licensees, agents, and contractors, and their successors, and assigns from and against any liability arising out of any claim of any invalidity of this affirmation.

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email:\* \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*\* Optional: By providing an e-mail address, you are consenting to being contacted via e-mail by the Devils and their affiliates.*

Ex A 2-2

# Resolution of the City of Jersey City, N.J.

City Clerk File No. \_\_\_\_\_ Res. 16.042

Agenda No. \_\_\_\_\_ 10.K

Approved: \_\_\_\_\_ JAN 27 2016

TITLE:



## RESOLUTION AUTHORIZING AN AMENDED AND RESTATED SHARED SERVICES AGREEMENT APPOINTING THE JERSEY CITY REDEVELOPMENT AGENCY TO ACT AS THE CITY OF JERSEY CITY'S AGENT FOR ANY AND ALL PURPOSES UNDER THE ABANDONED PROPERTIES REHABILITATION ACT AND SCATTERED SITE REDEVELOPMENT PLAN

### COUNCIL

offered and moved adoption of the following Resolution:

**WHEREAS**, the Uniform Shared Services Consolidation Act, N.J.S.A. 40A:65-1 et seq., authorizes agreements between a municipality and an autonomous agency of the municipality to provide services to each other; and

**WHEREAS**, Ordinance 06-135 established an Abandoned Properties List and authorized as officer of the municipal government to designate properties as "abandoned"; and

**WHEREAS**, the Director of Housing Code Enforcement, Edward Coleman, was designated as the "Public Officer" pursuant to the Abandoned Properties Rehabilitation Act, N.J.S.A. 55:19-80, to place properties throughout Jersey City on the Abandoned Property List; and

**WHEREAS**, the number of abandoned properties throughout the City and the expertise needed to select qualified rehabilitation entities, requires the assistance of personnel skilled in redevelopment and rehabilitation; and

**WHEREAS**, the City of Jersey City established the Jersey City Redevelopment Agency (JCRA) to serve as the City's primary vehicle to eliminate blight, create opportunities and attract residential, commercial and industrial real estate projects and otherwise further the purposes of the redevelopment plan, pursuant to N.J.S.A. 40A:12A-1 et seq.; and

**WHEREAS**, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-39(f) and N.J.S.A. 40A:12A-22(o), authorizes the City to provide funds to and enter into a shared services agreement with the JCRA to implement a redevelopment plan; and

**WHEREAS**, it is in the best interest of the City to appoint the JCRA the City's agent for any and all purposes under the Abandoned Properties Rehabilitation Act, N.J.S.A. 55:19-79 et seq., and to implement the provisions of the Scatter Site Redevelopment Plan; and

**WHEREAS**, the City shall appoint the JCRA as its agent and as such, the JCRA shall be solely responsible for determining the means and methods of performing the services described in the Amended and Restated Shared Services Agreement.

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey that:

1. The Mayor or Business Administrator is authorized to execute:
  - A. An Amended and Restated Shared Services Agreement with the JCRA in substantially the form attached, subject to such modification as the Business Administrator or Corporation Counsel deems necessary or appropriate; and

City Clerk File No. Res. 16.042Agenda No. 10.K JAN 27 2016

TITLE:

**RESOLUTION AUTHORIZING AN AMENDED AND RESTATED SHARED SERVICES AGREEMENT APPOINTING THE JERSEY CITY REDEVELOPMENT AGENCY TO ACT AS THE CITY OF JERSEY CITY'S AGENT FOR ANY AND ALL PURPOSES UNDER THE ABANDONED PROPERTIES REHABILITATION ACT AND SCATTERED SITE REDEVELOPMENT PLAN**

- B. Such additional documents as may be necessary or appropriate to effectuate the implementation of the Amended and Restated Shared Services Agreement and redevelopment plan.

2. The Cooperation Agreement executed pursuant to the authority of Resolution 14-680 adopted on October 22, 2014, is hereby terminated.

JM/he  
1/20/16

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

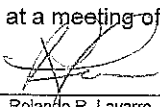
Certification Required ☐Not Required ☐**APPROVED 9-0**


RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.27.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

  
Rolando R. Lavarro, Jr., President of Council

  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any Resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the Resolution.

**Full Title of Resolution**

**A RESOLUTION AUTHORIZING AN AMENDED AND RESTATED SHARED SERVICES AGREEMENT APPOINTING THE JERSEY CITY REDEVELOPMENT AGENCY TO ACT AS THE CITY OF JERSEY CITY'S AGENT FOR ANY AND ALL PURPOSES UNDER THE ABANDONED PROPERTY REHABILITATION ACT AND SCATTERED SITE REDEVELOPMENT PLAN**

**Initiator**

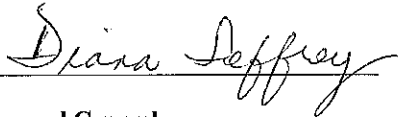
Agency	The Jersey City Redevelopment Agency	
Name/Title	Diana Jeffrey, Esq.	General Counsel
Phone/email	201-761-0819	djeffrey@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose**

The purpose of this Resolution is to amend an earlier Cooperation Agreement with the JCRA to make the JCRA the City's Agent for any and all purposes under the Abandoned Properties Rehabilitation Act, N.J.S.A. 55:19-79 et seq. and to implement the provisions of the Scatter Site Redevelopment Plan.

**I certify that all the facts presented herein are accurate.**



**General Counsel**

January 20, 2016

**Date**

**SHARED SERVICES AGREEMENT BETWEEN  
THE CITY OF JERSEY CITY  
&  
THE JERSEY CITY REDEVELOPMENT AGENCY**

This Agreement made the 27<sup>th</sup> day of **January, 2016** between the **CITY OF JERSEY CITY** (hereinafter referred to as "the City"), a Municipal Corporation of the State of New Jersey, with offices at City Hall, 280 Grove Street, Jersey City, New Jersey 07302, and the **JERSEY CITY REDEVELOPMENT AGENCY**, (hereinafter referred to as "the JCRA"), an autonomous agency of the City of Jersey City with offices at 66 York Street, Jersey City, New Jersey 07302.

**RECITALS**

**WHEREAS**, the Uniform Shared Services Consolidation Act, N.J.S.A. 40A:65-1 et seq., authorizes agreements between a municipality and an autonomous agency of the municipality to provide services to each other; and

**WHEREAS**, Ordinance 06-135 established an Abandoned Properties List and authorized an officer of the municipal government to designate properties as "abandoned"; and

**WHEREAS**, the City's Director of Housing Code Enforcement, Edward Coleman, has been designated as the "Public Officer" pursuant to the Abandoned Properties Rehabilitation Act, N.J.S.A. 55:19-80, to place properties throughout Jersey City on the Abandoned Property List; and

**WHEREAS**, by Ordinance 15-144 which amended Ordinance 15-114, the City adopted the Scatter Site Redevelopment Plan which also identifies the properties to be acquired; and

**WHEREAS**, the sheer volume of abandoned properties throughout the City and the expertise needed to select qualified rehabilitation entities will require the assistance of other personnel skilled in redevelopment and rehabilitation; and

**WHEREAS**, the Jersey City Redevelopment Agency (JCRA) was created in 1949 as an autonomous Agency to serve as the City's primary vehicle to eliminate blight, to create opportunities and to attract residential, commercial and industrial real estate projects; and

**WHEREAS**, the JCRA's statutory authority was set forth in New Jersey Redevelopment Agencies Law (LRHL), P.L. 1992, C.79 N.J.S.A. 40.A:12A-1 et seq.; and

**WHEREAS**, the JCRA employs individuals with the expertise needed to select qualified rehabilitation entities to rehabilitate abandoned properties; and

**WHEREAS**, it is in the best interest of the City to appoint the JCRA the City's agent for

any and all purposes under the Abandoned Properties Rehabilitation Act, N.J.S.A. 55:19-79 et seq. and to implement the provisions of the Scatter Site Redevelopment Plan; and

**WHEREAS**, it is in the best interest of the City and more specifically, the Director of Housing Code Enforcement, Edward Coleman, acting as the "Public Officer" pursuant to the Abandoned Properties Rehabilitation Act, to partner with the JCRA in rehabilitating properties listed on the City's Abandoned Properties List.

**NOW, THEREFORE**, in consideration of the terms and conditions set forth herein, and of the undertakings of each party to the other, the parties hereto each binding itself, its successors and assigns, do mutually covenant, promise and agree as follows:

#### **Article I** **Purpose of Agreement**

The purpose of this Agreement is for the JCRA to provide the Director of Housing Code Enforcement, Edward Coleman and his office help in identifying and selecting qualified rehabilitation entities to rehabilitating properties listed on the City's Abandoned Properties List and subject to the Scatter Site Redevelopment Plan.

#### **Article II** **Scope of Services**

The City hereby appoints the JCRA as its agent and as such the JCRA shall be solely responsible for determining the means and methods of performing the services described in this Agreement.

#### **Article III** **Term of Agreement**

The term of this Agreement shall be twenty-four (24) months effective as of the signing of this Agreement, with the possibility of two (2) twenty-four (24) month extensions.

#### **Article IV** **Compensation and Payment**

There shall be no compensation or payment exchanged for any of the services listed herein.

#### **Article V** **Contractual Relationship**

The JCRA shall perform the services to be furnished under this Agreement with the degree of skill and care that is required by customarily accepted competent professionals to assure that all services are adequate and appropriate for the purposes intended.

**Article VI**  
**Arbitration**

If any disputes or claims arising out of this Agreement or breach thereof cannot be resolved by the parties, then they shall be decided upon by a mutually agreed upon single arbitrator appointed in accordance with the rules of the American Arbitration Association. The Arbitrator shall be bound by the terms of this Agreement and shall issue a written opinion explaining the reasons for his award. The Arbitrator's decision shall not be subject to appeal. The Arbitrator's fee and/or expenses shall be shared equally by the parties.

**Article VII**  
**Assignment**

Neither party to this Agreement shall make an assignment or transfer of this Agreement or assign or transfer any part of the work under this Agreement without the written consent of the other party. This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives and assigns.

**Article VIII**  
**Choice of Law**

This Agreement shall be deemed to have been made, executed and delivered in the State of New Jersey.

**Article IX**  
**Modification/Termination**

The parties hereto reserve the right subject to mutual assent to modify the terms and conditions as herein contained, as necessary and as evidenced by a written formally executed Addendum to the Agreement.

The City may terminate this Agreement at will with or without cause, upon sixty (60) days prior written notice.

**Article X**  
**Entire Agreement**

This Agreement constitutes the entire Agreement between the City and the JCRA. It supersedes all prior or contemporaneous communications, representations of Agreement whether oral or written with respect to the subject matter thereof and has been induced by no representations, statements or agreements other than herein expressed. No Agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.

**Article XI**  
**Indulgences**

Neither the failure nor any delay on the part of any party hereto to exercise any right, remedy, power, or privilege (collectively "rights") under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right preclude any other or further exercise of the same or of any other right, or, with respect to any occurrence, be construed as a waiver of such right with respect to any other occurrence.

**Article XII**  
**Non-Discrimination**

In all hiring or employment made possible by or resulting from this Agreement, there shall not be any discrimination against any employee or applicant for employment because of race, color, national origin, sex, religion, familial status, or disability. This requirement shall apply, but not be limited to, the following:

Employment upgrading, demotion or transfer, recruitment or recruitment advertising, rates of pay or other forms of compensation.

No personnel shall, on the grounds of race, color, national origin, sex, religion, familial status, or disability be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

**Article XIII**  
**Hold Harmless & Indemnity**

The City and the JCRA shall hold each other, their officers and agents, free and harmless from liability of any nature occasioned by the either party's performance under this Agreement. The City and the JCRA shall defend, indemnify and hold each other harmless from any and all claims, costs, expenses, liabilities, attorney fees, loss, damages arising out of or in any way connected to actions or omissions by the City or the JCRA and their employees, agents, or contractors' negligence, intentional misconduct, violation of law, regulation or ordinance, breach or default in the performance of this Agreement.

**Article XIV**  
**Notice**

All notices, requests, demands or other communications hereunder shall be in writing and shall be deemed to be duly given if delivered to:



**City of Jersey City  
Office of the Business Administrator  
City Hall-280 Grove Street  
Jersey City, New Jersey 07302**

**Jersey City Redevelopment Agency  
Office of the Executive Director  
66 York Street  
Jersey City, New Jersey 07302**

**IN WITNESS WHEREOF**, the parties hereto have caused this agreement to be executed by their duly authorized officers.

**ATTEST:**

**CITY OF JERSEY CITY**

\_\_\_\_\_  
**Robert Byrne  
City Clerk**

\_\_\_\_\_  
**Robert J. Kakoleski  
Business Administrator**

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**WITNESS:**

**JERSEY CITY REDEVELOPMENT AGENCY**

\_\_\_\_\_  
**David P. Donnelly  
Executive Director**

\_\_\_\_\_  
**Hon. Rolando R. Lavarro, Jr.  
Chairman, Board of Commissioners**

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.043

Agenda No. 10.1

Approved: JAN 27 2016

TITLE:



## **A RESOLUTION AUTHORIZING THE USE OF COMPETITIVE CONTRACTING TO AWARD A CONCESSION CONTRACT FOR WATER AND SEWER LINE WARRANTIES**

**COUNCIL**

offered and moved adoption of the following Resolution:

**WHEREAS**, residents of the City of Jersey City ("City") are responsible for the maintenance and repair of water and sewer lines that are on their property and under portions of the City's right of way; and

**WHEREAS**, water and sewer lines on private property can vary widely in age and condition, resulting in substantial cost to residents when there is a malfunction of these lines on residential property; and

**WHEREAS**, programs exist for residential property owners to obtain warranties to cover water and sewer line repair or maintenance, and the City Council wishes for the residents to have access to these programs in order to reduce their out-of-pocket costs for water and sewer line repairs and maintenance; and

**WHEREAS**, the City must award a concession contract to any corporation seeking to sell warranties on water and sewer lines throughout the City; and

**WHEREAS**, N.J.S.A. 40A:11-4.1(j) and N.J.A.C. 5:34-9.4 authorize the City to use competitive contracting to award such concession contracts; and

**WHEREAS**, N.J.S.A. 40A:11.4.3(a) requires the adoption of a Resolution authorizing the use of competitive contracting when the City desires to contract for the types of goods and services described under N.J.S.A. 40A:11-4.1;

**WHEREAS**, the City does not expect to incur any costs in connection with awarding this concession contract; and

**WHEREAS**, in exchange for awarding this concession, the City shall license the concession contractor to provide warranties on water and sewer lines connecting individual structures to water and sewer mains throughout the City; and

**WHEREAS**, the concession contractor will remit to the City license fees and ongoing annual payments as consideration for the license to provide warranties on water and sewer lines connecting to individual structures to water and sewer mains throughout the City; and

**WHEREAS**, the award of the concession will be based upon the most advantageous price and other factors that will be identified in the Request for Proposal (RFP) that the City will publicly advertise.

## TITLE:

**A RESOLUTION AUTHORIZING THE USE OF COMPETITIVE CONTRACTING TO  
AWARD A CONCESSION CONTRACT FOR WATER AND SEWER LINE  
WARRANTIES**

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that:

- (1) the above recitals are incorporated herein by reference;
- (2) the use of competitive contracting pursuant to N.J.S.A. 40A:11-4.1 et seq. is authorized for awarding a contract to a concession contractor for sewer line insurance.

*JH 1/17/16*

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

Corporation Counsel

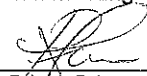
Certification Required ☐Not Required ☐**APPROVED 9-0**


RECORD OF COUNCIL VOTE ON FINAL PASSAGE <u>1 27 16</u>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

  
 Rolando R. Lavarro, Jr., President of Council

  
 Robert Byrne, City Clerk



STEVEN M. FULOP  
MAYOR

## CITY OF JERSEY CITY DEPARTMENT OF LAW

CITY HALL • 280 GROVE STREET • JERSEY CITY, NEW JERSEY 07302  
TELEPHONE (201) 547-5229 • FACSIMILE (201) 547-5230



JEREMY FARRELL  
CORPORATION COUNSEL

### MEMORANDUM

---

**TO:** The Honorable Rolando R. Lavarro, Jr., Municipal Council President  
and the Jersey City Municipal Council

**FROM:** John J. Hallanan, III, Assistant Corporation Counsel

**DATE:** January 19, 2016

**SUBJECT:** Procurement of a concession to provide warranties to cover water and sewer line repair or maintenance throughout the City

---

The City desires to contract with a provider to provide warranties on water and sewer lines connecting individual structures to water and sewer mains throughout the City. The City intends to award a concession contract to a corporate entity that will provide these warranties. The warranties will be issued at no cost to the City and the City will receive license fees and ongoing annual payments as consideration for the license.

N.J.S.A. 40A:11-4.1(j) authorizes the use of competitive contracting to award concession contracts. N.J.S.A. 40A:11-2(37) defines a concession as, "the granting of a license or right to act for or on behalf of the contracting unit, or to provide a service requiring the approval or endorsement of the contracting unit, and which may or may not involve a payment or exchange, or provision of services by or to the contracting unit." Since these warranties will be issued at no cost to the City, and because the City will receive license fees and ongoing annual payments from the contractor, the City intends to award the warranty program as a concession. N.J.A.C. 5:34-9.4(b)(8) specifically identifies this type of contract as a concession. It states, "The right to sell goods or services on public property."

The Competitive Contracting Law requires that the City publicly solicit proposals. Pursuant to N.J.A.C. 5:34-9.4(d)(2), prior to commencing procurement of any concession, the Municipal Council must pass a resolution authorizing the procurement of a concession. In addition, pursuant to N.J.A.C. 5:34-9.4(d)(1), the Municipal Council must also obtain from legal counsel an opinion regarding the legality of procuring the concession.

Based upon a review of the statute and regulations governing concession contracts, it is my opinion that a contract with a contractor to provide warranties on water and sewer lines connecting individual structures to water and sewer mains throughout the City satisfies the definition of a concession. The City will not be paying the contractor for the warranties and the City will receive license fees and ongoing annual payments as consideration for the license.

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.044

Agenda No. 10.M

Approved: JAN 27 2016

TITLE:



## RESOLUTION AUTHORIZING THE USE OF COMPETITIVE CONTRACTING TO AWARD A CONTRACT FOR OCCUPANCY MONITORING OF AFFORDABLE HOUSING

COUNCIL  
ADOPTION OF THE FOLLOWING RESOLUTION:

OFFERED AND MOVED

**WHEREAS**, the City of Jersey City is seeking one or more contractors to conduct occupancy monitoring of its database of projects that received funds through the designated programs, or which received tax abatements in exchange for on-site affordable housing, or which are located in a redevelopment area which requires affordable housing, or which are bound by redevelopment agreement to provide affordable housing, within the Contract Compliance Office of the Department of Administration; and

**WHEREAS**, the award of the contract will be based upon the most advantageous price and other factors that will be identified in the Request for Proposals document (RFP) that the City will publicly advertise; and

**WHEREAS**, the City intends to use the competitive contracting process to award this contract; and

**WHEREAS**, N.J.S.A. 40A:11-4.1(m) authorizes the City to use competitive contracting to award contracts to contractors for "consulting services"; and

**WHEREAS**, N.J.S.A. 40A:11-4.3(a) requires the adoption of a resolution authorizing the use of competitive contracting when the City desires to contract for the types of goods or services described under N.J.S.A. 40A:11-4.1;

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that:

(1) the above recitals are incorporated herein by reference;

TITLE:

**RESOLUTION AUTHORIZING THE USE OF COMPETITIVE CONTRACTING TO  
AWARD A CONTRACT FOR OCCUPANCY MONITORING OF AFFORDABLE  
HOUSING**

(2) the use of competitive contracting pursuant to N.J.S.A. 40A:11-4.1 is authorized for awarding a contract to a consultant for the occupancy monitoring of affordable housing.

SG/JMcK  
1/26/2015

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐Not Required ☐**APPROVED 9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE <u>1.27.16</u>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING THE USE OF COMPETITIVE CONTRACTING TO AWARD A CONTRACT FOR OCCUPANCY MONITORING OF AFFORDABLE HOUSING**

**Initiator**

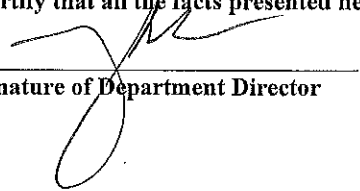
Department/Division	Mayor's Office	
Name/Title	Robert J. Kakoleski	Business Administrator
Phone/email	(201) 547-5144	<a href="mailto:rjakoleski@icnj.org">rjakoleski@icnj.org</a>

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose**

The resolution will authorize the use of competitive contracting pursuant to N.J.S.A. 40A: 11-4.1 for awarding a contract to a contractor for the occupancy monitoring of affordable housing.

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

1/26/16  
Date

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.045

Agenda No. 10.N

Approved: JAN 27 2016

TITLE:



**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO MILLENNIUM COMMUNICATIONS FOR THE INSTALLATION OF WEY INCIDENT COMMAND/MANAGEMENT SYSTEM IN THE EMERGENCY OPERATIONS CENTER UNDER GSA CONTRACT FOR THE OFFICE OF EMERGENCY MANAGEMENT AND HOMELAND SECURITY FUNDED THROUGH FY-14 URBAN AREA SECURITY INITIATIVE GRANT (UASI)**

**COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:**

**WHEREAS**, In order to direct the emergency services which are permanently on standby and prepared for anything, it is essential to have a full overview and control of all available resources. The WEY System provides a decisive advantage providing immediate access to all information sources so that the operators can execute their decisions and deploy critical resources using a single WEY Keyboard controlling all shared and dedicated sources for the Emergency Operations Center (EOC); and

**WHEREAS**, N.J.S.A. 52:34-10.6 (c) authorizes the City of Jersey City to purchase equipment and/or services paid for or reimbursed by Federal funds awarded by the United States Department of Homeland Security without public bidding if the contractor either (1) is a holder of a current State Contract for the equipment, or (2) is participating in a Federal Procurement Program established by a Federal Department or agency, or (3) has been approved by the State Treasurer in consultation with the New Jersey Domestic Security Preparedness Task Force; and

**WHEREAS**, Millennium Communications, 11 Melanie Lane, Unit 13, East Hanover, New Jersey 07936 is participating in a Federal Procurement Program by a Federal Department or Agency and is the holder of General Services Administration Contract Schedule 70, Contract GS-35F-0220R, Information Technology Services; and

**WHEREAS**, Millennium Communications, 11 Melanie Lane, Unit 13, East Hanover, New Jersey 07936 submitted a quote in the total amount of Forty Eight Thousand, Eight Hundred Eighteen and Ninety Eight Cents (\$48,818.98) for System Upgrades in the Emergency Operations Center (EOC); and

**WHEREAS**, the City's Purchasing Agent has certified that he considers said quotation to be fair and reasonable; and

**WHEREAS**, the sum of \$48,818.98 is available in Account No. 02-213-40-472-314 which represents the UASI Federal & State FY 14;

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that:

1. Pursuant to N.J.S.A. 52:34-10.6 (c), a contract is awarded to Millennium Communications, 11 Melanie Lane, Unit 13, East Hanover, New Jersey 07936 the holder of GSA Contract GS-35F-0220R, in the amount of \$48,818.98 for the installation of WEY System in the Emergency Operations Center (EOC) for the Office of Emergency Management.
2. Subject to such modifications as deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the agreement.

(Continue to page 2)



City Clerk File No. Res. 16.045Agenda No. 10.N JAN 27 2016

## TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO MILLENNIUM COMMUNICATIONS FOR THE INSTALLATION OF WEY INCIDENT COMMAND/MANAGEMENT SYSTEM IN THE EMERGENCY OPERATIONS CENTER UNDER GSA CONTRACT FOR THE OFFICE OF EMERGENCY MANAGEMENT AND HOMELAND SECURITY FUNDED THROUGH FY-14 URBAN AREA SECURITY INITIATIVE GRANT (UASI)**

3. Upon certification by an official or employee of the City authorized to attest that the contractor has complied with the contract and the requirements of the contract have been met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.

I, Donna Mauer, Donna Mauer, as Chief financial Officer, hereby certify that these funds are available for this expenditure in accordance with the Local Budget Law, N.J.S.A. 40A:4-1 et seq.

**UASI Federal & State FY 14:**

Account No.	Purchase Order	Amount
02-213-40-472-314	116848	\$48,818.98

Peter Folgado, Director of Purchasing,  
QPA, RPPO

April 8, 2015

Date

PF/pv  
4/8/15

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☒Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.27.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

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**Full Title of Ordinance/Resolution**

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO MILLENNIUM COMMUNICATIONS TO INSTALL A "WEY" INCIDENT COMMAND/MGT SYSTEM IN THE EMERGENCY OPERATIONS CENTER UNDER GSA CONTRACT FOR OEM / HOMELAND SECURITY FUNDED THROUGH FY-14 URBAN AREA SECURITY INITIATIVE GRANT (UASI)

**Initiator**

Department/Division	PUBLIC SAFETY	OEMHS
Name/Title	W. GREG KIERCE	DIRECTOR
Phone/email	204-547-5681	WKIERCE@NJJCPS.ORG

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose**

The purpose of this Resolution is to install the "WEY" Command/Control Incident Management system in the Emergency Operations Center. In order to direct the emergency services which are permanently on standby and prepared for anything, it is essential to have a full overview and control of all available resources. The WEY System provides a decisive advantage providing immediate access to all information sources so that the operators can execute their decisions and deploy critical resources using a single WEY Keyboard controlling all shared and dedicated sources".

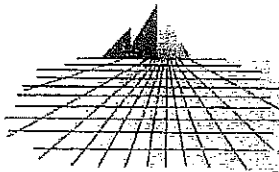
I certify that all the facts presented herein are accurate.

  
\_\_\_\_\_  
Signature of Department Director

4/8/15  
\_\_\_\_\_  
Date



4/10/15



**MILLENNIUM**  
COMMUNICATIONS GROUP, INC.

**GSA Contract # GS-35F0220R**

March 12, 2015

Director W. Greg Kierce  
City of Jersey City  
Office of Emergency Management & Homeland Security  
715 Summit Avenue  
Jersey City, NJ 07306

RE: JC OEM / EOC WEY System Upgrade

Dear Director Kierce:

Thank you for allowing Millennium Communications the opportunity to address your requirements for the JC OEM/EOC WEY System upgrade. Millennium will furnish and install all necessary equipment as discussed during the walk-thru. See attached GSA Form for Labor & Material

Furnish and Install (2) WEY workstations at the rear of the EOC room  
See attached GSA form for Materials  
Move the existing Mutualink workstation to the rear of the EOC room  
Furnish and Install (6) Cat 6 Plenum lines to Wey workstations under computer floor  
Furnish and Install (2) Cat 6 Plenum lines to the new Mutualink workstation under computer floor  
Remove existing Circular Workstation from rear of EOC Room  
Integrate Wey system into all existing EOC systems  
Training ½ Day  
SLA for 1 year  
Test and Documentation

**TOTAL PROJECT COST LABOR & MATERIAL**

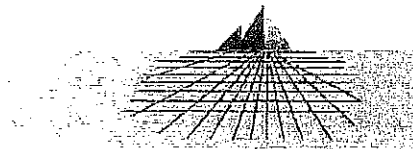
**\$ 48,818.98**

11 Melanie Lane, Unit 13, East Hanover, NJ 07936

Phone: 973.503.1313 Fax: 973.503.0111

[www.millenniuminc.com](http://www.millenniuminc.com)

Millennium Communications Group is An Equal Opportunity Employer



We look forward to working with you. If you have any questions or require further information, please do not hesitate to contact us.

*Sincerely,*

**Bob Ritchie**

**President**

**Standard Terms & Conditions**

All work to be performed during normal working hours. Access without delay is the responsibility of others. Delays attributable to customer, other trades, etc. may have an impact on project schedule and pricing. All conduits, ducts, ceiling space, and pathways to be free and clear. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner and in accordance with industry practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accident or delays beyond our control.

This estimate is valid for 90 days. Payment terms are net 30 days from invoice date; materials will be invoiced at start of project, and progress payments for labor will be invoiced commensurate to work accomplished at the end of each month. Owner to carry fire and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

Unless otherwise agreed to in writing, Buyer shall pay for the services rendered within thirty (30) days of the date of invoice. In the event

Buyer fails to pay the total purchase price within said 30-day period; Seller shall be entitled to collect an interest charge of the lesser of

1.5 % per month or the maximum amount allowed by applicable laws applied to the unpaid purchase price. Seller shall also be entitled, in addition to all other remedies available at law or in equity, to recover reasonable attorney's fees and/or other expenses in collecting the purchase price or otherwise enforcing or successfully defending itself in respect of this sales contract. Customer signature and Purchase Order are required before work will commence.

Customer Acceptance

The above pricing, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to perform the work as specified. Payment will be made as outlined above.

Signature

W KIERCE

Print Name

Dir

Title

4/6/15

Date

Please fax to (973) 503- 0111.



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## C Contractor Information

(Vendors) How to change your company information

Contract #:	GS-35F-0220R	Socio-Economic :	Small business
Contractor:	MILLENNIUM COMMUNICATIONS GROUP INC.	EPLS :	Contractor not found on the Excluded Parties List System
Address:	11 MELANIE LN EAST HANOVER, NJ 07936-1100	Govt. Point of Contact:	SHAROLYN MACK
Phone:	800-677-1919	Phone:	703-605-2751
E-Mail:	kmclaughlin@millenniuminc.com	E-Mail:	sharolyn.mack@gsa.gov
Web Address:	http://www.millenniuminc.com	Contract Clauses/Exceptions:	View the specifics for this contract
DUNS:	932528250		
NAICS:	541519		

Source	Title	Contract Number	Contractor T&Cs /Pricelist	Contract End Date	Category		View Catalog
70	GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE, AND SERVICES	GS-35F-0220R		Dec 20, 2019	132 12		
					132 51		
					132 8		



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## Contractor Listing

For general questions, contact:

**IT Schedule 70 Helpline (Sunday 8:00pm- Friday 8:30pm)**

Phone: (855) 482-4348

E-mail: [ITCSC@gsa.gov](mailto:ITCSC@gsa.gov)



## 70 GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE, AND SERVICES

### Products

### Category Description

**132 8** Purchase of New Equipment - SUBJECT TO COOPERATIVE PURCHASING Includes telephone equipment, audio and video teleconferencing equipment, communications security equipment, facsimile equipment, broadcast band radio, two-way radio, microwave radio equipment, satellite communications equipment, radio transmitters/receivers (airborne), radio navigation equipment/antennas, pagers and public address systems, communications equipment cables, fiber optic cables, fiber optic cables and harnesses, coaxial cables, desktop computers, professional workstations, servers, laptop/portable/notebook computers, large scale computers, optical/imaging systems, other systems, printers, displays, graphics (light pens, digitizers, touch screens), network equipment, other communications equipment, optical recognition I/O devices, storage devices, other I/O and storage devices, ADP support equipment, microcomputer control devices, telephone answering, voice messaging systems, ADP boards, installation of ADP equipment and installation of telephone equipment. Included are:

Boards, Cables, Desktop Computers, Digital Cameras, Display, Monitors, Drives/Storage Devices, Equipment for Physically Challenged, IT Support Equipment, Laptop/Portable/Notebook Computers, Large Scale/Mainframe Computers, Media Memory, Microcomputer Control Devices, Modems, Graphic Related Equipment, MP3 Devices, Networking, Optical Imaging Systems, Optical Recognition I/O Devices, Other Communications Equipment, Other I/O and Storage Devices, PDAs, Power Protect, Printers, Professional Workstations, Projectors, Scanners, Servers, Speakers, Video Cards, Web Cams, Airborne Radar Equipment, Broadcast Band Radio, Microwave Radio Equipment, Radio Navigation Equipment/Antennas, Radio Transmitters/Receivers, Airborne, Satellite Communications Equipment, Two-Way Radio, Telephone Equipment, Audio and Video Teleconferencing Equipment, Communications Security Equipment, Facsimile Equipment, Telephone Answering and Voice Messaging, Pagers and Public Address Systems and Misc. Communication Equipment

Note: Commercially available products under this solicitation may be covered by the Energy Star or Electronic Product Environmental Assessment Tool (EPEAT) programs. Applicable EPEAT-registered products are available at the Bronze level or higher.

1014 contractors

Display:

All Socio-Economic Indicators  
Small Business  
Woman Owned Business



Search Contractor T&Cs/Pricelist

Hold the 'Ctrl' key to select all that apply

Download Contractors (Excel)

Contractor		Contract #	Phone	City, State	Socio-Economic	Contractor T&Cs /Pricelist	View Catalog
1 BEYOND, INC.		GS-35F-0850N	877-663-2396	CHARLESTOWN, MA	S		
2D TECHNOLOGY GROUP, INC.		GS-35F-159BA	866-542-5177 X1002	POTOMAC, MD	S		
308 SYSTEMS INC		GS-35F-0073Y	9702827006	LOVELAND, CO	S		
3E TECHNOLOGIES INTERNATIONAL, INC.		GS-35F-0380X	301-944-1293	ROCKVILLE, MD	O		
3M COGENT, INC.		GS-35F-0763J	(703) 483-4603	PASADENA, CA	O		
911 ETC, INC		GS-35F-0585N	623-243-2260	GOODYEAR, AZ	S		



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## Contractor Listing

For general questions, contact:

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Phone: (855) 482-4348

E-mail: ITCSC@gsa.gov



### 70 GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE, AND SERVICES

Products

Category Description

**132 12** Maintenance of Equipment, Repair Services and/or Repair/Spare Parts - SUBJECT TO COOPERATIVE PURCHASING Maintenance, Repair Service, and Repair Parts/Spare Parts for Government-Owned General Purpose Commercial Information Technology Equipment, Radio/Telephone Equipment, (After Expiration of Guarantee/Warranty Provisions and/or When Required Service Is Not Covered by Guarantee/Warranty Provisions) and for Leased Equipment.

SubSin categories include:

- Repair Parts/Spare Parts
- Repair Service
- Third Party Maintenance

754 contractors

Display: ☐ All Socio-Economic Indicators

☐ Small Business

☐ Women Owned Business



Search Contractor T&Cs/Pricelist

Hold the 'Ctrl' key to select all that apply

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Contractor		Contract #	Phone	City, State	Socio-Economic	Contractor T&Cs /Pricelist	View Catalog
1 BEYOND, INC.		GS-35F-0850N	877-663-2396	CHARLESTOWN ,MA	s		
1ST ALL FILE RECOVERY USA		GS-35F-106AA	800-822-8178	SHAKER HEIGHTS ,OH	s		
2D TECHNOLOGY GROUP, INC.		GS-35F-159BA	866-542-5177 X1002	POTOMAC ,MD	s		
308 SYSTEMS INC		GS-35F-0073Y	9702827006	LOVELAND ,CO	s		
3E TECHNOLOGIES INTERNATIONAL, INC.		GS-35F-0380X	301-944-1293	ROCKVILLE ,MD	o		
3M COGENT, INC.		GS-35F-0763J	(703) 483-4603	PASADENA ,CA	o		
A & T SYSTEMS, INC.		GS-35F-4003D	301-384-1425 X343	SILVER SPRING ,MD	s/d		
AAEON ELECTRONICS, INC.		GS-35F-0470Y	732-203-9300	HAZLET ,NJ	s		
ABBA TECHNOLOGIES, INC.		GS-35F-0595K	505-256-8887	ALBUQUERQUE ,NM	s/d		
ABERDEEN LLC		GS-35F-0849R	(800)552-6868X157	SANTA FE SPRINGS ,CA	s		
ABISEE, INC.		GS-35F-0048W	978-635-0202	ACTON ,MA	s		
ABM FEDERAL SALES, INC.		GS-35F-0344S	800-522-9226	CHESTERFIELD ,MO	s/dv		
ABTECH SYSTEMS, INCORPORATED		GS-35F-0243L	(760)827-5100	CARLSBAD ,CA	s		
AC CABLE & COMMUNICATIONS INC		GS-35F-0288P	2108496500	DALLAS ,TX	s/d/8a		
ACE DATA GROUP, LLC			877-304-7189	DALLAS ,TX	s		



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Phone: (855) 482-4348

E-mail: ITCSC@gsa.gov



## 70 GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE, AND SERVICES

Services

Category Description

**132 51** Information Technology Professional Services - SUBJECT TO COOPERATIVE PURCHASING Includes resources and facilities management, database planning and design, systems analysis and design, network services, programming, conversion and implementation support, network services project management, data/records management, and other services relevant to 29CFR541.400.

3585 contractors

Display:   
  
  
Hold the 'Ctrl' key to select all that apply

Search Contractor T&Cs/Pricelist

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Contractor		Contract #	Phone	City, State	Socio-Economic	Contractor T&Cs /Pricelist	View Catalog
1 SOURCE CONSULTING, INC.		GS-35F-0268L	(301)916-0050	GERMANTOWN ,MD	o		
1 SOURCE CONSULTING, INC.		GS-35F-406AA	301 444-1339	GERMANTOWN ,MD	s/v/d		
1ST ALL FILE RECOVERY USA		GS-35F-106AA	800-822-8178	SHAKER HEIGHTS ,OH	s		
2020 COMPANY, LLC		GS-35F-0345M	703-712-4171	FALLS CHURCH ,VA	o		
22ND CENTURY TECHNOLOGIES INC.		GS-35F-0579T	8005178408	SOMERSET ,NJ	s/d/8a		
270 WEB, INC. (DBA: 270NET TECHNOLOGIES)		GS-35F-0719R	3016636000 X117	FREDERICK ,MD	s/v		
2D3, INC.		GS-35F-0092X	9495400739	IRVINE ,CA	o		
2NDWAVE LLC		GS-35F-403AA	202-741-0232	WASHINGTON ,DC	s/dv/d		
3D FITNESS, INC.		GS-35F-267CA	(201)206-3007	PATERSON ,NJ	s/w/wo/h		
3DI, INC.		GS-35F-291AA	7142571100	BREA ,CA	s/d/8a		
3E TECHNOLOGIES INTERNATIONAL, INC.		GS-35F-0380X	301-944-1293	ROCKVILLE ,MD	o		
3LINKS TECHNOLOGIES, INC		GS-35F-0336V	(301)588-8292	SILVER SPRING ,MD	s/dv/d/8a		
3M COGENT, INC.		GS-35F-0763J	(703) 483-4603	PASADENA ,CA	o		
3M COMPANY		GS-35F-4002G	(801) 265-4619	SAINT PAUL ,MN	o		
3SL, INCORPORATED		GS-35F-0008V	2569719500	HUNTSVILLE ,AL	s		
3T INTERNATIONAL INC		GS-35F-0883R	7032554616	VIENNA ,VA	s		
4LIBERTY INC.		GS-35F-229AA	619-894-4548	SAN DIEGO ,CA	s/dv		
4M RESEARCH, INC.			256-319-4646	HUNTSVILLE ,AL	s/w/wo		





**GSA Project Estimate: JC OEM WEY SYSTEM  
Automatic 1 year warranty on equipment & workmanship**

**Job# TBD**  
**Estimate Number GSA GS-35E-0720B**

Date: 4/3/2015

	Blanket Order
	Individual Order

GSA Contract # GS-35F0220R

Blanket Order	
Individual Order	

Blanket Order

[illegible]

Millennium Communications Group, Inc. - Millennium Product Pricing  
GS-35F-0220R

SIN	Product Number	Product Description	GSA Price	Warranty	COO
132-8	UCC018	96 count multi mode fiber optic cable underground outdoor Furnish and Install New Outdoor Fiber Optic Plant in existing conduit	\$8.36	1 Year	US
132-8	UCC019	144 count multi mode fiber optic cable underground outdoor Furnish and Install New Outdoor Fiber Optic Plant in existing conduit	\$10.47	1 Year	US
132-8	UCC020	216 count multi mode fiber optic cable underground outdoor Furnish and Install New Outdoor Fiber Optic Plant in existing conduit	\$13.62	1 Year	US
132-8	UCC021	288 count multi mode fiber optic cable underground outdoor Furnish and Install New Outdoor Fiber Optic Plant in existing conduit	\$17.57	1 Year	US
132-8	UCC022	432 count multi mode fiber optic cable underground outdoor Furnish and Install New Outdoor Fiber Optic Plant in existing conduit	\$51.16	1 Year	US
<b>Fiber Optic Splicing and Testing</b>					
132-8	OFS045	Fiber optic splice case for up to 48 fibers aerial & underground Furnish and install new Optical Fiber Splice Case for outdoor aerial & underground cabling including splicing and testing up to 48 fibers.	\$2,838.89	1 Year	US
132-8	OFS046	Fiber optic splice case for up to 144 fibers aerial & underground Furnish and install new Optical Fiber Splice Case for outdoor aerial & underground cabling including splicing and testing up to 144 fibers.	\$5,511.22	1 Year	US
132-8	OFS047	Fiber optic splice case for up to 288 fibers aerial & underground Furnish and install new Optical Fiber Splice Case for outdoor aerial & underground cabling including splicing and testing up to 288 fibers.	\$8,038.10	1 Year	US
132-8	OFS048	Fiber optic splice case for up to 432 fibers aerial & underground Furnish and install new Optical Fiber Splice Case for outdoor aerial & underground cabling including splicing and testing up to 432 fibers.	\$10,598.55	1 Year	US
<b>Low Voltage Cabling</b>					
132-8	LVC001	Category 5 UTP cable ( Plenum ) Furnish and Install a complete Category 5 UTP Communications Drop up to 300 feet	\$632.98	1 Year	US
132-8	LVC002	Category 5 UTP cable ( PVC ) Furnish and Install a complete Category 5 UTP Communications Drop up to 300 feet	\$606.87	1 Year	US
132-8	LVC003	Category 6 UTP cable ( Plenum ) Furnish and Install a complete Category 6 UTP Communications Drop up to 300 feet	\$709.55	1 Year	US
132-8	LVC004	Category 6 UTP cable ( PVC ) Furnish and Install a complete Category 6 UTP Communications Drop up to 300 feet	\$672.25	1 Year	US
132-8	LVC005	Category 5 UTP Termination Panel 24 port Furnish and install 24 port Category 5 UTP Termination Panel	\$348.06	1 Year	US
132-8	LVC006	Category 5 UTP Termination Panel 48 port Furnish and install 48 port Category 5 UTP Termination Panel	\$447.51	1 Year	US
132-8	LVC007	Category 6 UTP Termination Panel 24 port Furnish and install 24 port Category 6 UTP Termination Panel	\$447.51	1 Year	US
132-8	LVC008	Category 6 UTP Termination Panel 48 port Furnish and install 48 port Category 6 UTP Termination Panel	\$646.40	1 Year	US
132-8	LVC009	Fiber Optic Indoor Plenum Cable 6 Count SM Furnish and Install 6 Count Single Mode Plenum Fiber Optic Cable	\$2.51	1 Year	US
132-8	LVC010	Fiber Optic Indoor Plenum Cable 12 Count SM Furnish and Install 12 Count Single Mode Plenum Fiber Optic Cable	\$2.64	1 Year	US
132-8	LVC011	Fiber Optic Indoor Plenum Cable 24 Count SM Furnish and Install 24 Count Single Mode Plenum Fiber Optic Cable	\$5.74	1 Year	US
132-8	LVC012	Fiber Optic Indoor Plenum Cable 36 Count SM Furnish and Install 36 Count Single Mode Plenum Fiber Optic Cable	\$6.68	1 Year	US
132-8	LVC013	Fiber Optic Indoor Plenum Cable 48 Count SM Furnish and Install 48 Count Single Mode Plenum Fiber Optic Cable	\$6.92	1 Year	US
132-8	LVC014	Fiber Optic Indoor Plenum Cable 72 Count SM Furnish and Install 72 Count Single Mode Plenum Fiber Optic Cable	\$7.92	1 Year	US
132-8	LVC015	Fiber Optic Indoor Riser Cable 144 Count SM Furnish and Install 144 Count Single Mode Riser-rated Fiber Optic Cable	\$13.45	1 Year	US

Millennium Communications Group, Inc. - Wey Pricing  
GS-35F-0220R

SIN	Manufacturer Name	Product Number	Product Description	GSA Price	Warranty	COO
132-8	Wey Technologies	22100DCR	Desk Control Unit Rack for MK06	\$1,261.54	SCW	US
132-8	Wey Technologies	24872T	IP-Remote II Transmitter 2xDVI-D SL (DMS-59)	\$1,827.91	SCW	US
132-8	Wey Technologies	24872R	IP-Remote II Receiver 2xDVI-D SL (DMS-59)	\$1,859.16	SCW	US
132-8	Wey Technologies	23129DP180W	Chassis 19" 3U DVI / VSS2 Desk Rack 16 Slots Address-Bus incl. 2xPSU +12V (23537_180W) Jumpers out (4xMiniDin 3pin Power)	\$3,458.82	SCW	US
132-8	Wey Technologies	24878ATXL3	Cable Breakout IP-Remote II Transmitter 3xUSB-A (m) / 2x3.5mm Audio (m) L=3m	\$134.49	SCW	US
132-8	Wey Technologies	24878ARXL0_5	Cable Breakout IP-Remote II Receiver 3xUSB-A (f) / 2x3.5mm Audio (f) L=0.5m	\$134.49	SCW	US
132-8	Wey Technologies	24272	WDP Control System incl. PC and Software Licence, 11 - 50 Connections	\$40,400.58	SCW	US
132-8	Wey Technologies	24279	WDP Control System Standby-PC	\$8,080.89	SCW	US
132-8	Wey Technologies	22342	IP-I/O RS232-Card, 4x RS232 Ports	\$1,376.14	SCW	US
132-8	Wey Technologies	23563V12GT5	PSU GlobTek 12VDC/5A 60W with LED (TR9CE5000YL3N2397RVB / GT-41132-6012-T3) 100-240VAC/1.5A	\$63.46	SCW	US
132-8	Wey Technologies	22116A	Connectorbox VII (7) without SFP	\$841.03	SCW	US
132-8	Wey Technologies	22115B	Connectorbox V-B	\$566.37	SCW	US
132-8	Wey Technologies	23641_4	WEY Box 4 Slot 3U incl. Fan, 12V PSU and 2 ext. 12V Pwr Socket	\$970.78	SCW	US
132-8	Wey Technologies	23650	Wey Universal Standalone Box III Caution external 12V PSU required III	\$95.66	SCW	US
132-8	Wey Technologies	20831SL2	Cable DVI-I Single Link 2m DVI-IDm/DVI-IDm	\$69.14	SCW	US
132-8	Wey Technologies	23805	Cable Mains US 2m	\$11.37	SCW	US
132-8	Wey Technologies	22852L2	Cable USB 2.0 A-B 1.8m	\$16.10	SCW	US
132-8	Wey Technologies	22126TP	Touchscreen Panel Modul 3,5" for MK06	\$1,439.60	SCW	US
132-8	Wey Technologies	22970	1000BASE-T SFP-Module Copper RJ45 100m (IP-Remote)	\$77.66	SCW	US
132-8	Wey Technologies	22971	1000BASE-SX SFP-Module 850nm 550m over MultiModeFiber (IP-Remote)	\$63.46	SCW	US
132-8	Wey Technologies	22972	1000BASE-LX SFP-Module 1310nm 10km over SingleModeFiber (IP-Remote)	\$77.66	SCW	US
132-8	Wey Technologies	22973RX	SFP Modul RX Bidirectional Singlemode (1 Fibre) 1G 1310nm 20km (IP-Remote SFP) !To use in combination with 22973TX only!	\$122.18	SCW	US
132-8	Wey Technologies	22973TX	SFP Modul TX Bidirectional Singlemode (1 Fibre) 1G 1490nm 20km (IP-Remote SFP) !To use in combination with 22973RX only!	\$214.99	SCW	US
132-8	Wey Technologies	22980	SFP+ Modul Multimode (2 Fibres) 10G 850nm 300m (Fibre Remote III SFP)	\$301.18	SCW	US
132-8	Wey Technologies	22981	SFP+ Modul Singlemode (2 Fibres) 10G 1310nm 10km (Fibre Remote III SFP)	\$671.50	SCW	US
132-8	Wey Technologies	22982RX	SFP+ Modul RX Bidirectional Singlemode (1 Fibre) 10G 1310nm 10km (Fibre Remote III SFP) !To use in combination with 22982TX only!	\$1,455.70	SCW	US
132-8	Wey Technologies	22982TX	SFP+ Modul TX Bidirectional Singlemode (1 Fibre) 10G 1310nm 10km (Fibre Remote III SFP) !To use in combination with 22982RX only!	\$1,455.70	SCW	US
132-8	Wey Technologies	22104US_KITNF	MK06 Keyboard kit NF	\$3,678.65	SCW	US

**Project Manager**      **Labor Rate:    \$165.46**

**Functional Responsibilities:** Responsible for overall contract performance. Defines, directs, and enforces administrative and technical specifications related to project tasks and subtasks. Responsible for following and development of project task schedules. Plans, directs, organizes and staffs highly skilled leaders and team members. Manages and provides direction for multiple large complex projects including, technical projects, and E-Business projects. Supervises preparation, submission and accuracy of all required project documentation. Communicate task assignment to all project personnel. Manage financial budgets and supplies. Responsibilities include project quality assurance and conformance to defined project requirements.

**Education:** B.A or B.S in IT or Related Field\*

\*5 years of direct related experience in lieu of a degree

**Experience:** 10+ years of related experience

**Network Integrator**      **Labor Rate:    \$132.59**

**Functional Responsibilities:** Responsibilities include assisting in monitoring and adjusting network constraints to ensure optimum performance. Works with operation management and client in aiding implementation of specific technology approach. Installs and supports LAN and configures networks. Analyzes network characteristics (e.g. traffic, transmission speeds, throughput, etc). Also assists in troubleshooting fiber transmission facilities and over-all maintenance of network equipment. Creates documentation for system support and users. Supports the evaluation of hardware and software. Assists in testing of system and application software.

**Education:** B.A or B.S in IT or Related Field\*

\*5 years of direct related experience in lieu of a degree

**Experience:** 8+ years of related experience

**Field Optic Technician**      **Labor Rate:    \$116.68**

**Functional Responsibilities:** Responsibilities include installation and testing of equipment used in secure and non-secure data communication and networks components, including computers, servers, routers, modems, and encryption devices. Implements testing procedures to provide project data scope. Capable of independently testing fiber optic cables (both single and multi modes ). Tests and installs local and wide-area networks, splices fiber optic cable using mechanical and fusion splicing technologies.

**Education:** B.A or B.S in IT or Related Field\*

\*5 years of direct related experience in lieu of a degree

**Experience:** 7+ years of related experience

**Field Survey Engineer**      **Labor Rate:    \$98.64**

**Functional Responsibilities:** Responsibilities include maintaining and repairing information technology systems, secondary equipment and all related software. Conduct tests and/or research of installation, equipment, and standard procedures. Analyze data and prepares test reports. Develop, review and resolve operational inefficiencies. Maintains systems and supported software. Responsibilities include diagnosing technical & operational problems onsite and for implementing action after conferring with Project Manager. Must be experienced and knowledgeable in technical field.

**Education:** B.A or B.S in IT or Related Field\*

\*5 years of direct related experience in lieu of a degree

**Experience:** 6+ years of related experience

**Field Technician**      **Labor Rate:    \$93.34**

**Functional Responsibilities:** Responsibilities include performing mechanical and fusion splices. Is knowledgeable in Avaya, Corning and other fiber equipment and practices. Is able to terminate with all type of connectors. Proficient and is able to comply with installation guidelines and practices. Is trained to work safely and must be familiar with proper safety procedures and safety equipment. Must be experienced and knowledgeable in technical field.

**Education:** B.A or B.S in IT or Related Field\*

\*5 years of direct related experience in lieu of a degree

**Experience:** 5+ years of direct related experience

**Installation Specialist Labor Rate: \$93.34**

**Functional Responsibilities:** Responsibilities include supervision of installation/field technicians. Organizes and directs network installations and onsite surveys. Analyzes, and designs communication and network components and local and wide area networks. Must have experience and be familiar with engineering documentation, network configurations, frames, relays, bridges, and routers. Directs and leads preparation of information technology plans and site installation technical designs. Also develops installation schedules. Coordinates post-installation operations and maintenance support.

**Education:** B.A or B.S in IT or Related Field\*

\*5 years of direct related experience in lieu of a degree

**Experience:** 5+ years of direct related experience

**CAD Designer Labor Rate: \$79.55**

**Functional Responsibility:** Responsibilities include working with technicians, engineers, or other CAD Designers for developing specifications and details of the project, including translating plans into detailed drawings using Computer Aided Drafting (CAD). The drawings should display infrastructures for wiring, cabling, etc. The designer should work with CAD tools to create designs and drawings for cable plant implementation. Should use computer graphics to produce, modify and format plans, blueprints, designs, technical illustrations, CAD files and designs projects. Must be familiar with CAD packages and be able to read and interpret network and infrastructure diagrams

**Education:** B.A or B.S in IT or Related Field\*

\*5 years of direct related experience in lieu of a degree

**Experience:** 3-5 years direct related experience

All non-professional labor categories must be incidental to and used solely to support hardware, software, training and/or professional services and cannot be purchased separately.

**Repair Rates**

Repair Rate #2 - Analyzes network characteristics (e.g. traffic, transmission speeds, throughput, etc). Troubleshoots fiber transmission facilities and over-all maintenance of network equipment. Creates documentation for system support and users. Evaluate and repair hardware and software. Test and repair network system and application software.	<b>\$123.88</b>
Repair Rate #3 - Test and repair equipment used in secure and non-secure data communication and networks components, including computers, servers, routers, modems, and encryption devices. Test and repair fiber optic cables (both single and multi modes ). Tests and repair local and wide-area networks, splices fiber optic cable using mechanical and fusion splicing technologies.	<b>\$109.02</b>
Repair Rate #4 - Repairing information technology systems, secondary equipment and all related software. Tests and repair errors in installation, and equipment. Prepares test reports. Review and resolve operational inefficiencies. Repair support software	<b>\$92.16</b>
Repair Rate #5 - Review and repair mechanical and fusion splices. Repair other system related fiber equipment . Review and repair connectors.	<b>\$87.21</b>
Repair Rate #6 - Repair communication and network components. Evaluation and repair of network configurations, frames, relays, bridges, and routers. Review and repair site installation technical designs. Coordinates post-installation operations and repair support.	<b>\$87.21</b>

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.046

Agenda No. 10.0

Approved: JAN 27 2016

TITLE:



**RESOLUTION AUTHORIZING AWARD OF CONTRACT TO MOTOROLA FOR THE PURCHASE AND INSTALLATION OF APX4500 MOBILE RADIOS AND ACCESSORIES FOR THE OFFICE OF EMERGENCY MANAGEMENT AND HOMELAND SECURITY FUNDED THROUGH FY-15 URBAN AREA SECURITY INITIATIVE GRANT (UASI)**

**COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:**

**WHEREAS**, APX4500 Mobile Radios with O2 head seamlessly unify public works, utility, rural public safety and transportation users to first responders so they can communicate effectively in the moments that matter. The interoperability and extended range of the O2 control head notifies emergency services personnel when a call is received, an emergency arises, or when they are out of range; and

**WHEREAS**, N.J.S.A. 40A:11-12 of the Local Public Contracts Law authorizes municipalities to use a State Contract and N.J.A.C. 5:34-7.29 requires City Council authorization for contracts exceeding \$40,000.00; and

**WHEREAS**, Motorola, 5 Paragon Drive, Suite 200, Montvale, New Jersey 07645 is in possession of State Contract No. A83909, submitted a proposal in the amount of Seventy Nine Thousand, Three Hundred Forty Five Dollars (\$79,345.00), for APX4500 Mobile Radios; and

**WHEREAS**, funding this purchase is an allowable expense under the FY-15 Department of Homeland Security Urban Area Security Initiative at no expense to the City of Jersey City; and

**WHEREAS**, funds are available for this contract in the UASI FY-15 Federal & State Grant Fund;

Account	P.O. #	State Contract	Total Contract
02-213-40-572-314	119531	A83909	\$79,345.00

**WHEREAS**, the City Purchasing Agent has certified that he considers said proposal to be fair and reasonable.

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that:

1. A contract is awarded to Motorola for APX4500 Mobile Radios for the Office of Emergency Management.
2. The total contract amount is \$79,345.00.
3. The contract is awarded without public bidding pursuant to N.J.S.A. 40A:11-12.
4. Upon certification by an official or employee of the City authorized to receive the equipment pursuant to the contract, that the same has been received and that the requirements of the contract met, then; payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.
5. The Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.

(Continued to page 2)

City Clerk File No. Res. 16.046Agenda No. 10.0 JAN 27 2016

TITLE:

**RESOLUTION AUTHORIZING AWARD OF CONTRACT TO MOTOROLA FOR THE PURCHASE AND INSTALLATION OF APX4500 MOBILE RADIOS AND ACCESSORIES FOR THE OFFICE OF EMERGENCY MANAGEMENT AND HOMELAND SECURITY FUNDED THROUGH FY-15 URBAN AREA SECURITY INITIATIVE GRANT (UASI)**

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

**Account**  
02-213-40-472-314

**P.O. #**  
119531

**State Contract**  
A83909

**Total Contract**  
\$47,086.20

Approved by \_\_\_\_\_

Peter Folgado, Director of Purchasing,  
RPPO, QPA

January 7, 2016

Date

PF/pv  
1/7/16

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

Business Administrator

Corporation Counsel

Certification Required ☒Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.27.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk



**RESOLUTION FACT SHEET – CONTRACT AWARD**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING AWARD OF CONTRACT FOR THE PURCHASE OF APX  
4500 MOBILE RADIOS AND ACCESSORIES FOR THE OFFICE OF EMERGENCY  
MANAGEMENT AND HOMELAND SECURITY FUNDED THROUGH FY-15 URBAN AREA  
SECURITY INITIATIVE GRANT (UASI)**

**Initiator**

Department/Division	PUBLIC SAFETY	OEM HOMELAND SECURITY
Name/Title	W. GREG KIERCE	DIRECTOR
Phone/email	201.547.5681 Cell: 201-424-8625	wkierce@njicps.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

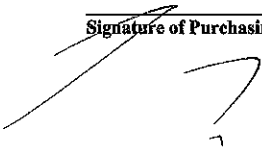
**Resolution Purpose**

This resolution will support the purchase of mobile radios for use by Jersey City Departments & Agencies operating on the Jersey City Emergency Digitally Trunked Communication system.

I certify that all the facts presented herein are accurate.

  
\_\_\_\_\_  
Signature of Department Director

1/14/16  
Date

  
\_\_\_\_\_  
Signature of Purchasing Director

1/14/16  
Date



## New Jersey Division of Revenue

Revenue

NJBGS

# On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0108883 FOR MOTOROLA SOLUTIONS, INC. IS  
VALID.

Jersey City OEM/Homeland Security							30-Dec-15
715 Summit Avenue							
Jersey City, New Jersey 07305			6				
W. Greg Kierce							
Phone 201-547-5681							
APX4500 mobile radio you requested to operate on the Jersey City UHF Digital Trunked Radio System.							
This is our recommended mid/lower tier P25 Public Safety/Public Services mobile and would be the template going forward for non public safety users.							
NJ State Contract #83909 Pricing is as follows:							
<b>Item</b>	<b>Qty.</b>	<b>Model #</b>	<b>Description</b>	<b>List Price</b>	<b>State % Discount</b>	<b>Unit Price</b>	<b>Total Price</b>
		<b>APX4500 Mobile Radio O2 Head UHF 450-520 Mhz Digital Trunked Operation</b>					
		<b>DASH MOUNT ONE PIECE RADIO VERSIONS</b>					
1	20	M22SSS9PW1N	450-512 mhz / 40 Watt / 255 Channels	\$ 1,099.00	25.0%	\$ 824.25	\$ 16,485.00
1a	20	QA02756	9600 BAUD Astro Digital Trunking Operation	\$ 1,570.00	25.0%	\$ 1,177.50	\$ 23,550.00
1b	20	QA01749	ADD: Advanced System Key Soft Version	\$ -	25.0%	\$ -	\$ -
1c	20	GA00804	APX O2 Control Head	\$ 492.00	25.0%	\$ 369.00	\$ 7,380.00
1d	20	G444	O2 Control Head Software	\$ -	25.0%	\$ -	\$ -
1e	20	G66	ADD: Dash Mount mid Power	\$ 125.00	25.0%	\$ 93.75	\$ 1,875.00
1f	20	G490	ADD: UHF 470-512 MHz Antenna	\$ 14.00	25.0%	\$ 10.50	\$ 210.00
1g	20	W22	ADD: Standard Palm Microphone	\$ 72.00	25.0%	\$ 54.00	\$ 1,080.00
1h	20	B18	ADD: Auxilary Speaker 7.5 Watt	\$ 60.00	25.0%	\$ 45.00	\$ 900.00
2	20	Installation	Installation/Programming to be done by Pinnacle Wireless at customer location in an indoor garage area	\$ 300.00	0%	\$ 300.00	\$ 6,000.00

APX4500 Mobile Radio O2 Head UHF 450-520 Mhz Digital Trunked Operation							
REMOTE MOUNT TWO PIECE RADIO SMALLER CONTROL HEAD VERSIONS							
1	5	M22SSS9PW1N	450-512 mhz / 40 Watt / 255 Channels	\$ 1,099.00	25.0%	\$ 824.25	\$ 4,121.25
1a	5	QA02756	9600 BAUD Astro Digital Trunking Operation	\$ 1,570.00	25.0%	\$ 1,177.50	\$ 5,887.50
1b	5	QA01749	ADD: Advanced System Key Soft Version	\$ -	25.0%	\$ -	\$ -
1c	5	GA00804	APX O2 Control Head	\$ 492.00	25.0%	\$ 369.00	\$ 1,845.00
1d	5	G444	O2 Control Head Software	\$ -	25.0%	\$ -	\$ -
1e	5	G67	ADD: Remote Mount mid Power with 17 ft cable	\$ 297.00	25.0%	\$ 222.75	\$ 1,113.75
1f	5	G490	ADD: UHF 470-512 MHz Antenna	\$ 14.00	25.0%	\$ 10.50	\$ 52.50
1g	5	W22	ADD: Standard Palm Microphone	\$ 72.00	25.0%	\$ 54.00	\$ 270.00
1h	5	B18	ADD: Auxilary Speaker 7.5 Watt	\$ 60.00	25.0%	\$ 45.00	\$ 225.00
2	5	Installation	Installation/Programming to be done by Pinnacle Wireless at customer location in an indoor garage area	\$ 350.00	0%	\$ 350.00	\$ 1,750.00
1	100	NTN9858C	XTS IMPRES Portable Batteries	\$ 110.00	40%	\$ 66.00	\$ 6,600.00
				<b>TOTAL STATE CONTRACT COST FOR ALL ABOVE:</b>		<b>\$79,345.00</b>	
State Contract #83909 Terms and Pricing							
Delivery: Approx 2 weeks from receipt of a hard copy purchase order.							
Terms: Net 30 Days from Invoice							
If you have any questions at all please call me at 201-949-5513. Thank you and I will be in touch.							
Very Truly Yours, <i>Thomas Schmidt</i>							
Motorola Senior Account Manager							
Motorola Solutions Inc.							
5 Paragon Drive							
Montvale, New Jersey 07645							

Governor Chris Christie • Lt. Governor Kim Guadagno



State of New Jersey

Department of the Treasury

— Division of Purchase and Property —

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T-Number	Title	Vendor	Contract #
T0109 13-x -22183	RADIO COMMUNICATION EQUIPMENT AND ACCESSORIES	MOTOROLA SOLUTIONS INC	83909
TOP			

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	& ACCESSORIES; ADDITIONAL MANUALS, TRAINING, OPERATIONS AND/OR SERVICE DELIVERY: 30 DAYS ARO				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00031	COMM CODE: 915-14-085649 [COMMUNICATIONS AND MEDIA RELATED...]  ITEM DESCRIPTION: SCHEDULES P & Q: RADIO COMMUNICATION EQUIPMENT & ACCESORIES; WIRELESS SYSTEMS & SHORT RANGE POINT TO POINT LINKS DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00032	COMM CODE: 961-53-085650 [MISCELLANEOUS SERVICES, NO. 1 (NOT...)]  ITEM DESCRIPTION: SCHEDULES R, S & U: RADIO COMMUNICATION & ACCESSORIES; DISCOUNTS: VOLUME, ANNUAL & TRADE-IN PROGRAM DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00033	COMM CODE: 726-89-085632 [RADIO COMMUNICATION EQUIPMENT,...]  ITEM DESCRIPTION: SCHEDULE T: RADIO COMMUNICATION EQUIPMNT & ACCESSORIES; UNINTERRUPTABLE POWER SUPPLY (UPS) DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
<b>Vendor: MOTOROLA SOLUTIONS INC Contract Number: 83909</b>					
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00001	COMM CODE: 725-78-081934 [RADIO COMMUNICATION, TELEPHONE, AND...]  ITEM DESCRIPTION: RADIO EQUIPMENT & ACCESSORIES INCLUDES: BASE STATIONS, POINT-TO-POINT, AM & FM BAND AIRCRAFT & MARINE RADIO W/ ACCESSORIES, CONSOLES, RACKS, FURNITURE, UNINTERRUPTABLE POWER SUPPLIES (UPS) DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE

00002	COMM CODE: 726-88-085633 [RADIO COMMUNICATION EQUIPMENT,...]  ITEM DESCRIPTION: PORTABLE & MOBILE RADIO EQUIPMENT AND ACCESSORIES DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00003	COMM CODE: 726-88-085633 [RADIO COMMUNICATION EQUIPMENT,...]  ITEM DESCRIPTION: PORTABLE & MOBILE RADIO EQUIPMENT AND ACCESSORIES DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00004	COMM CODE: 725-78-081934 [RADIO COMMUNICATION, TELEPHONE, AND...]  ITEM DESCRIPTION: RADIO EQUIPMENT & ACCESSORIES INCLUDES: BASE STATIONS, POINT-TO- POINT, AM & FM BAND AIRCRAFT & MARINE RADIO W/ ACCESSORIES, CONSOLES, RACKS, FURNITURE, UNINTERRUPTABLE POWER SUPPLIES (UPS) SUPPLIES (UNINTERRUPTABLE). DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00005	COMM CODE: 725-78-081934 [RADIO COMMUNICATION, TELEPHONE, AND...]  ITEM DESCRIPTION: RADIO EQUIPMENT & ACCESSORIES INCLUDES: BASE STATIONS, POINT-TO- POINT, AM & FM BAND AIRCRAFT & MARINE RADIO W/ ACCESSORIES, CONSOLES, RACKS, FURNITURE, UNINTERRUPTABLE POWER SUPPLIES (UPS) SUPPLIES (UNINTERRUPTABLE). DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00007	COMM CODE: 726-16-085634 [RADIO COMMUNICATION EQUIPMENT,...]  ITEM DESCRIPTION: ANTENNAS/ANTENNA SYSTEMS & INTEROPERABLE COMMUNICATION SYSTEM	1.000	EA	NET	N/A

	GATEWAY DEVICES				
	DELIVERY: 30 DAYS ARO				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00008	COMM CODE: 726-16-085634 [RADIO COMMUNICATION EQUIPMENT,...]  ITEM DESCRIPTION: ANTENNAS/ANTENNA SYSTEMS & INTEROPERABLE COMMUNICATION SYSTEM GATEWAY DEVICES  DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00009	COMM CODE: 726-16-085634 [RADIO COMMUNICATION EQUIPMENT,...]  ITEM DESCRIPTION: ANTENNAS/ANTENNA SYSTEMS & INTEROPERABLE COMMUNICATION SYSTEM GATEWAY DEVICES  DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00012	COMM CODE: 730-72-085637 [RADIO COMMUNICATION AND...]  ITEM DESCRIPTION: RADIO COMMUNICATIONS & 9- 1-1 TESTING AND TEST EQUIPMENT - ALL DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00013	COMM CODE: 726-90-085643 [RADIO COMMUNICATION EQUIPMENT,...]  ITEM DESCRIPTION: SPARE PARTS: RADIO COMMUNICATION & 9-1-1 TELECOMMUNICATIONS EQUIPMENT DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00015	COMM CODE: 725-78-081934 [RADIO COMMUNICATION, TELEPHONE, AND...]  ITEM DESCRIPTION: RADIO EQUIPMENT & ACCESSORIES INCLUDES: BASE STATIONS, POINT-TO- POINT, AM & FM BAND AIRCRAFT & MARINE RADIO W/	1.000	EA	NET	N/A



	ACCESSORIES, CONSOLES, RACKS, FURNITURE, UNINTERRUPTABLE POWER SUPPLIES (UPS) SUPPLIES (UNINTERRUPTABLE). DELIVERY: 30 DAYS ARO				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00016	COMM CODE: 725-78-081934 [RADIO COMMUNICATION, TELEPHONE, AND...]  ITEM DESCRIPTION: RADIO EQUIPMENT & ACCESSORIES INCLUDES: BASE STATIONS, POINT-TO- POINT, AM & FM BAND AIRCRAFT & MARINE RADIO W/ ACCESSORIES, CONSOLES, RACKS, FURNITURE, UNINTERRUPTABLE POWER SUPPLIES (UPS) SUPPLIES (UNINTERRUPTABLE). DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00018	COMM CODE: 726-13-085630 [RADIO COMMUNICATION EQUIPMENT,...]  ITEM DESCRIPTION: 9-1-1 TELECOMMUNICATIONS EQUIPMENT INCLUDES: CALL ANSWERING, LOGGING & INSTANT PLAYBACK RECORDERS, COMPUTER AIDED DISPATCH (CAD) SYSTEMS & SOFTWARE, TRAINING SIMULATORS & TRAINING SOFTWARE DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00019	COMM CODE: 726-13-085630 [RADIO COMMUNICATION EQUIPMENT,...]  ITEM DESCRIPTION: 9-1-1 TELECOMMUNICATIONS EQUIPMENT INCLUDES: CALL ANSWERING, LOGGING & INSTANT PLAYBACK RECORDERS, COMPUTER AIDED DISPATCH (CAD) SYSTEMS & SOFTWARE, TRAINING SIMULATORS & TRAINING SOFTWARE DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00020	COMM CODE: 726-13-085630 [RADIO COMMUNICATION EQUIPMENT,...]  ITEM DESCRIPTION:	1.000	EA	NET	N/A

	9-1-1 TELECOMMUNICATIONS EQUIPMENT INCLUDES: CALL ANSWERING, LOGGING & INSTANT PLAYBACK RECORDERS, COMPUTER AIDED DISPATCH (CAD) SYSTEMS & SOFTWARE, TRAINING SIMULATORS & TRAINING SOFTWARE DELIVERY: 30 DAYS ARO				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00021	COMM CODE: 726-13-085630 [RADIO COMMUNICATION EQUIPMENT,...]  ITEM DESCRIPTION: 9-1-1 TELECOMMUNICATIONS EQUIPMENT INCLUDES: CALL ANSWERING, LOGGING & INSTANT PLAYBACK RECORDERS, COMPUTER AIDED DISPATCH (CAD) SYSTEMS & SOFTWARE, TRAINING SIMULATORS & TRAINING SOFTWARE DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00025	COMM CODE: 920-37-085644 [DATA PROCESSING, COMPUTER, PROGRAMMING, ...]  ITEM DESCRIPTION: SCHEDULE A-F, H & O: RADIO COMMUNICATION EQUIPMENT & ACCESSORIES, INSTALLATIONS, REMOVALS, RE-INSTALL, MAINT & WARRANTIES DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00026	COMM CODE: 915-70-085645 [COMMUNICATIONS AND MEDIA RELATED...]  ITEM DESCRIPTION: SCHEDULE G (W/ SUB-CATEGORIES): RADIO COMMUNICATIONS EQUIPMENT & ACCESSORIES ANTENNA LEVELS, CONDITIONS & CABLING DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00027	COMM CODE: 925-36-085646 [ENGINEERING SERVICES, PROFESSIONAL]  ITEM DESCRIPTION: SCHEDULES I & K: RADIO COMMUNICATION EQUIPMENT & ACCESSORIES TIME & MATERIAL/	1.000	EA	NET	N/A

	HOURLY MAINTENANCE, REPAIR, ENGINEERING, PROJECT & SITE MANAGEMENT SERVICES DELIVERY: 30 DAYS ARO				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00028	COMM CODE: 920-46-085647 [DATA PROCESSING, COMPUTER, PROGRAMMING, ...]  ITEM DESCRIPTION: SCHEDULES J&M: RADIO COMMUNICATION EQUIP & ACCESSORIES; SOFTWARE PRODUCT SCHEDULE & MAINTENANCE AGREEMENT SUPPLEMENT. DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00029	COMM CODE: 924-16-085648 [EDUCATIONAL/TRAINING SERVICES]  ITEM DESCRIPTION: SCHEDULE L: RADIO COMMUNICATION EQUIPMNT & ACCESSORIES; TRAINING COSTS (ALL INCL) DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00030	COMM CODE: 655-27-085657 [PHOTOGRAPHIC EQUIPMENT, FILM, AND...]  ITEM DESCRIPTION: SCHEDULE N: RADIO COMMUNICATION EQUIPMNT & ACCESSORIES; ADDITIONAL MANUALS, TRAINING, OPERATIONS AND/OR SERVICE DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00031	COMM CODE: 915-14-085649 [COMMUNICATIONS AND MEDIA RELATED...]  ITEM DESCRIPTION: SCHEDULES P & Q: RADIO COMMUNICATION EQUIPMENT & ACCESORIES; WIRELESS SYSTEMS & SHORT RANGE POINT TO POINT LINKS DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00032	COMM CODE: 961-53-085650 [MISCELLANEOUS SERVICES, NO. 1 (NOT...)]  ITEM DESCRIPTION: SCHEDULES R, S & U: RADIO COMMUNICATION	1.000	EA	NET	N/A

	& ACCESSORIES; DISCOUNTS: VOLUME, ANNUAL & TRADE-IN PROGRAM DELIVERY: 30 DAYS ARO				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00033	COMM CODE: 726-89-085632 [RADIO COMMUNICATION EQUIPMENT,...]  ITEM DESCRIPTION: SCHEDULE T: RADIO COMMUNICATION EQUIPMNT & ACCESSORIES; UNINTERRUPTABLE POWER SUPPLY (UPS) DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
<b>Vendor: MUTUALINK INC</b> <b>Contract Number: 83894</b>					
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00007	COMM CODE: 726-16-085634 [RADIO COMMUNICATION EQUIPMENT,...]  ITEM DESCRIPTION: ANTENNAS/ANTENNA SYSTEMS & INTEROPERABLE COMMUNICATION SYSTEM GATEWAY DEVICES  DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00025	COMM CODE: 920-37-085644 [DATA PROCESSING, COMPUTER, PROGRAMMING, ...]  ITEM DESCRIPTION: SCHEDULE A-F, H & O: RADIO COMMUNICATION EQUIPMENT & ACCESSORIES, INSTALLATIONS, REMOVALS, RE-INSTALL, MAINT & WARRANTIES DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00026	COMM CODE: 915-70-085645 [COMMUNICATIONS AND MEDIA RELATED...]  ITEM DESCRIPTION: SCHEDULE G (W/ SUB- CATEGORIES): RADIO COMMUNICATIONS EQUIPMENT & ACCESSORIES ANTENNA LEVELS, CONDITIONS & CABLING DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00027	COMM CODE: 925-36-085646 [ENGINEERING SERVICES, PROFESSIONAL]  ITEM DESCRIPTION:	1.000	EA	NET	N/A

Download All Documents

- State Contract Manager Adobe PDF (77 kb)
- Method of Operation Adobe PDF (163 kb)
- Amendment #1 - Vendor Information Change Adobe PDF (581 kb)
- Amendment #2 - Vendor Information Change Adobe PDF (294 kb)
- Amendment #3 - Contract Assignment Adobe PDF (14 kb)

# Resolution of the City of Jersey City, N.J.

City Clerk File No. \_\_\_\_\_ Res. **16.047**

Agenda No. \_\_\_\_\_ **10.P**

Approved: \_\_\_\_\_ **JAN 27 2016**

TITLE:

**RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH LOMBARDY DOOR SALES AND SERVICE FOR REPAIR AND MAINTENANCE OF MOTORIZED OVERHEAD DOORS FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF BUILDINGS AND STREET MAINTENANCE**



COUNCIL  
THE FOLLOWING RESOLUTION:

OFFERED AND MOVED ADOPTION OF

**WHEREAS**, Resolution No. 14.024, approved on January 15, 2014, awarded a one-year contract in the amount of \$35,950.00 to **Lombardy Door Sales and Service** for repair and maintenance of motorized overhead doors for the City of Jersey City (City), Department of Public Works / Division of Buildings and Street; and

**WHEREAS**, the bid specifications provided the City with the option to renew the contract for two additional one-year periods; and

**WHEREAS**, the contractor has been performing the services in an effective and efficient manner; and

**WHEREAS**, Resolution No. 15.060, approved on January 28, 2015, exercised the first of two renewal options for a total contract amount of \$36,273.55; and

**WHEREAS**, pursuant to N.J.S.A. 40A:11-15, the City desires to exercise the final option and renew the contract for an additional one-year period effective as of **January 16, 2016 and ending on January 15, 2017**; and

**WHEREAS**, the total cost of the contract renewal is **\$36,382.37**; and

**WHEREAS**, funds in the amount of \$5,000.00 are available in the Buildings and Street **Operating Account No. 16-01-201-26-291-311**.

**NOW, THEREFORE BE IT RESOLVED** by the Municipal Council of the City of Jersey City that:

- 1) The Mayor or Business Administrator is authorized to renew the agreement with **Lombardy Door Sales and Service** for repair and maintenance of motorized overhead doors for the Department of Public Works / Division of Buildings and Street Maintenance ;
- 2) The renewal contract is for a one-year period effective as of January 16, 2016, and the total cost of the contract shall not exceed **\$36,382.37**;
- 3) Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2016 calendar year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2016 calendar year permanent budget and in the subsequent fiscal year budget;
- 4) The award of this contract shall be subject to the condition that the contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq; and
- 5) Upon certification by an official or employee of the City authorized to attest that the contractor has complied with the specifications in all respects, and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.

**(Continued on Page 2)**

City Clerk File No. Res. 16-047Agenda No. 10-P JAN 27 2016

TITLE:

**RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH  
LOMBARDY DOOR SALES AND SERVICE FOR REPAIR AND  
MAINTENANCE OF MOTORIZED OVERHEAD DOORS FOR THE  
DEPARTMENT OF PUBLIC WORKS / DIVISION OF BUILDINGS AND  
STREET MAINTENANCE**

I, Donna Mauer Donna Mauer, as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Buildings and Street Operating Account No. 16-01-201-26-291-311 for payment of the above resolution.

Requisition # 0172972Purchase Order # 119597Temp. Encumbrance \$ 5,000.00

January 6, 2016

APPROVED: Mark RedfieldMark Redfield, DBW Director

APPROVED: \_\_\_\_\_

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation CounselCertification Required ☒Not Required ☐**APPROVED 9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE <b>1.27.16</b>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of CouncilRobert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH LOMBARDY DOOR SALES AND SERVICE FOR REPAIR AND MAINTENANCE OF MOTORIZED OVERHEAD DOORS FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF BUILDINGS AND STREET MAINTENANCE**

**Project Manager**

Department/Division	DPW	Buildings and Street
Name/Title	John McGrath	Director of Buildings and Street
Phone/email	201-547-4432	mcgrathj@cnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Contract Purpose**

The purpose of this resolution is to provide:

- ✦ Repair and maintenance of motorized doors
- ✦ Total number of doors is 100
- ✦ Some of the locations are City Hall, various Firehouses, Justice Complex, Police Precincts, Maureen Collier, Recreation (Caven Point), Pershing Field, DPW, etc.
- ✦ Vendor will provide all labor, materials, equipment, and services required

**Cost (Identify all sources and amounts)**

16-01-201-26-291-311(Buildings Operating Account)  
Contract Amount = \$36,382.37  
Temp. Encumbrancy =\$5,000.00

**Contract term (include all proposed renewals)**

01/16/16 to 01/15/17  
This is the final option to renew.

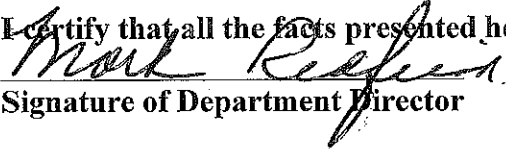
**Type of award** Public Bid – Contract Renewal

**If “Other Exception”, enter type**

**Additional Information**

- ✦ Original resolution # 14-024, approved 01/15/14
- ✦ First option resolution # 15-060, approved 01/28/15

**I certify that all the facts presented herein are accurate.**

  
Signature of Department Director

1-11-15  
Date

\_\_\_\_\_  
Signature of Purchasing Director

\_\_\_\_\_  
Date





STEVEN M. FULOP  
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY  
DEPARTMENT OF PUBLIC WORKS

13-15 LINDEN AVENUE EAST, 2ND FLOOR | JERSEY CITY, NJ 07305  
P: 201.547.4400 | F: 201.547.4803




MARK REDFIELD  
DIRECTOR

## MEMORANDUM

**Date:** January 15, 2016

**To:** Rolando R. Lavarro, Jr; Council President and Members of the Municipal Council

**From:** Silendra Baijnauth, Fiscal Officer 

**Subject :** 2016 Budget Memo (Contract renewal – Motorized Door)

There exists a need for repairs and maintenance of motorized doors citywide. Resolution No. 14.024, approved on January 15, 2014, awarded a one-year contract in the amount of \$35,950.00 to **Lombardy Door Sales and Service** for repair and maintenance of motorized overhead doors. The bid specifications provided the City with the option to renew the contract for two additional one-year periods with the renewal contract price being the preceding year's contract price as adjusted according to the Federal Consumer Price Index published by the Bureau of Labor Statistics.

Resolution No. 15.060, approved on January 28, 2015, exercised the first of two renewal options for a total contract amount of \$36,273.55. The contractor has been performing the services in an effective and efficient manner. The City desires to exercise the final option and renew the contract for an additional one-year period effective as of **January 16, 2016 and ending on January 15, 2017.** Funds in the amount of \$5,000.00 are available in the Division of Buildings Maintenance **Operating Account No. 16-01-201-26-291-311.** The total cost of the contract renewal is **\$36,382.37.** There are about 100 doors on this contract (see attached list).

### CONTRACT FUNDING (2016)

- ❖ Expenditure is drawn down from Buildings Maintenance operating account, 01-201-26-291-311.
- ❖ Contract is utilizing object # 311.
- ❖ Line object 311 is budgeted for \$192,000 in CY 2016 (various contracts).
- ❖ As of today (01/15/16), \$13,000.00 is encumbered and \$0.00 expended in object 311.
- ❖ Temporary budget amount for 311 is \$48,438.00, ending balance is \$35,438.00.
- ❖ DPW spent about \$36,000.00 in 2015 for repairs to motorized doors.

Should you have any questions/concerns or require further details regarding this matter, please do not hesitate to contact my office.

Thank you for your cooperation.

**BID PROPOSAL / DOCUMENTS**  
**REPAIR AND MAINTENANCE OF MOTORIZED OVERHEAD DOORS**  
**DPW / BUILDINGS AND STREET MAINTENANCE**

**1<sup>ST</sup> BATTALION**

<b>NO. OF DOORS</b>	<b>UNIT</b>	<b>ADDRESS</b>
1	Engine Co. 2, unit 4225	160 Grand Street
4	Engine Co. 5, Unit 4208-4647 Truck Co., Unit 4208-4647 Safety Officer / MSU Unit 4214	355 Newark Avenue
1	Engine Co. 10, unit 4216 Truck Co. 12	282 Halladay Street
4	Engine Co. 6, Unit 4294 Truck Co. 12 HAZMAT	465 Marin Boulevard
1	Union Hall	42 South Street

**2<sup>ND</sup> BATTALION**

<b>NO. OF DOORS</b>	<b>UNIT</b>	<b>ADDRESS</b>
1	Engine Co. 8, Unit 4215	14-16 Orient Avenue
1	Engine Co. 13, Unit 4217	152 Linden Avenue
2	Engine Co. 19, Unit 4221	2 Bergen Avenue
1	Engine Co. 22 Truck Co. 4	468 Ocean Avenue

**3<sup>RD</sup> BATTALION**

<b>NO. OF DOORS</b>	<b>UNIT</b>	<b>ADDRESS</b>
2	Engine 7 Unit 5600	715 Summit Avenue
2	Engine Co. 11, Unit 4233	152 Lincoln Street
3	Engine Co. 14, Unit 4235 Truck 7	599 Palisade Avenue

**4<sup>TH</sup> BATTALION**

<b>NO. OF DOORS</b>	<b>UNIT</b>	<b>ADDRESS</b>
1	Engine Co. 9, Unit 4209	697 Bergen Avenue
1	Engine Co. 15, Unit 4220 Truck Co. 9	200 Sip Avenue
3	Rescue Co. 1, Unit 4223 Squad Co. 1	582 Bergen Avenue
3	Engine Co. 17, Unit 4142 Truck Co. 11	255 Kearny Avenue

Nine Thousand Dollars

\$9,000.00

(In writing)

(In Figures)

### GRAND TOTAL - ITEMS 1 AND 2

The price shall include all labor, materials, equipment and other services required in the execution of the contract herein specified. The supplier shall be paid based on actual quantities used; however, it shall not exceed the estimated quantity without prior issuance of a change order.

Thirty Five Thousand Nine Hundred Fifty      \$ 35,950.00  
(In Writing)                      and 00/100              (In Figures)

The lump sum awarded will be based on the grand total price listed in the bid proposal. If the grand total price is found to have been incorrectly computed, changes will be made in any and all unit prices so as to attain conformity with the grand total price before award is made.

Pursuant to N.J.S.A. 40A:11-15, the City shall have the option to renew the contract for up to two (2) additional one year terms. The City shall notify the vendor whether or not it will be renewing the contract 45 days before the expiration date of the contract. If the City exercises its option to renew the contract, the vendor must accept the contract renewal. The renewal contract price shall be based upon the price of the original contract as cumulatively adjusted pursuant to any previous adjustment or extension and shall not exceed the change in the Index Rate for the twelve (12) months preceding the most recent quarterly calculation available at the time that the contract is renewed. The Index Rate means the rate of annual percentage increase, rounded to the nearest half-percent, in the Implicit Price Deflator for State and Local Government Purchase of Goods and Services, computed and Published quarterly by the United States Department of Commerce, Bureau of Economic Analysis.

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## Databases, Tables &amp; Calculators by Subject

FONT SIZE:

Change Output Options:

From:  To:  ☐ include graphs ☐ include annual averages[More Formatting Options](#)

Data extracted on: January 7, 2016 (12:53:44 PM)

## Consumer Price Index - All Urban Consumers

Series Id: CUUR0100SA0  
 Not Seasonally Adjusted  
 Area: Northeast urban  
 Item: All items  
 Base Period: 1982-84=100

Download: [xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2005	202.6	203.6	206.0	206.9	206.2	206.2	207.9	208.7	210.8	211.5	210.0	209.0	207.5	205.3	209.7
2006	211.0	211.6	212.8	214.7	215.7	216.7	217.5	218.1	216.3	215.2	214.8	215.2	215.0	213.8	216.2
2007	215.813	216.651	218.334	219.501	220.591	221.579	221.945	221.559	221.436	221.951	223.356	223.425	220.512	218.745	222.279
2008	224.325	225.213	226.926	228.133	230.069	232.649	234.545	233.788	232.841	230.837	227.236	225.091	229.306	227.889	230.723
2009	225.436	226.754	227.309	227.840	228.136	229.930	230.154	230.883	231.200	231.304	231.708	231.462	229.343	227.568	231.119
2010	232.294	232.382	233.188	233.615	234.130	233.834	233.885	234.150	234.027	234.671	235.094	235.141	233.868	233.241	234.495
2011	235.969	237.110	239.074	240.267	241.566	241.690	242.282	243.033	243.323	243.014	242.652	241.987	240.997	239.279	242.715
2012	242.879	243.850	245.125	245.850	245.709	245.201	244.984	246.252	247.409	247.564	247.097	246.456	245.698	244.769	246.627
2013	247.277	248.665	248.719	248.464	248.584	248.851	249.411	249.858	250.231	249.320	249.503	249.567	249.038	248.427	249.648
2014	251.045	251.233	252.413	252.506	253.598	253.555	253.833	253.185	253.154	252.730	251.781	250.519	252.463	252.392	252.534
2015	250.016	250.619	251.451	251.760	252.770	253.626	253.405	252.903	252.922	252.504	252.573			251.707	

## 12-Month Percent Change

Series Id: CUUR0100SA0  
 Not Seasonally Adjusted  
 Area: Northeast urban  
 Item: All items  
 Base Period: 1982-84=100

Download: [xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2005	3.4	3.5	3.7	3.8	3.2	2.5	3.4	3.8	4.8	4.4	3.7	3.5	3.6	3.4	4.0
2006	4.1	3.9	3.3	3.8	4.6	5.1	4.6	4.5	2.6	1.7	2.3	3.0	3.6	4.1	3.1
2007	2.3	2.4	2.6	2.2	2.3	2.3	2.0	1.6	2.4	3.1	4.0	3.8	2.6	2.3	2.8
2008	3.9	4.0	3.9	3.9	4.3	5.0	5.7	5.5	5.2	4.0	1.7	0.7	4.0	4.2	3.8
2009	0.5	0.7	0.2	-0.1	-0.8	-1.2	-1.9	-1.2	-0.7	0.2	2.0	2.8	0.0	-0.1	0.2
2010	3.0	2.5	2.6	2.5	2.6	1.7	1.6	1.4	1.2	1.5	1.5	1.6	2.0	2.5	1.5
2011	1.6	2.0	2.5	2.8	3.2	3.4	3.6	3.8	4.0	3.6	3.2	2.9	3.0	2.6	3.5
2012	2.9	2.8	2.5	2.3	1.7	1.5	1.1	1.3	1.7	1.9	1.8	1.8	2.0	2.3	1.6
2013	1.8	2.0	1.5	1.1	1.2	1.5	1.8	1.5	1.1	0.7	1.0	1.3	1.4	1.5	1.2
2014	1.5	1.0	1.5	1.6	2.0	1.9	1.8	1.3	1.2	1.4	0.9	0.4	1.4	1.6	1.2
2015	-0.4	-0.2	-0.4	-0.3	-0.3	0.0	-0.2	-0.1	-0.1	-0.1	0.3			-0.3	

0.003

## TOOLS

Areas at a Glance  
 Industries at a Glance

## CALCULATORS

Inflation  
 Location Quotient

## HELP

Help & Tutorials  
 FAQs

## INFO

What's New  
 Careers @ BLS

## RESOURCES

Inspector General (OIG)  
 Budget and Performance

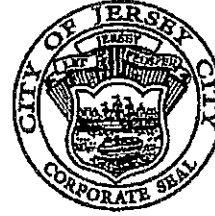
# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.060

Agenda No. 10.7.1

Approved: JAN 28 2015

TITLE:



## RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH LOMBARDY DOOR SALES AND SERVICE FOR REPAIR AND MAINTENANCE OF MOTORIZED OVERHEAD DOORS FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF BUILDINGS AND STREET MAINTENANCE

### COUNCIL

OFFERED AND MOVED ADOPTION OF

#### THE FOLLOWING RESOLUTION:

WHEREAS, Resolution No. 14-024, approved on January 15, 2014, awarded a one-year contract in the amount of \$35,950.00 to Lombardy Door Sales and Service for repair and maintenance of motorized overhead doors for the City of Jersey City (City), Department of Public Works / Division of Buildings and Street Maintenance; and

WHEREAS, the bid specifications provided the City with the option to renew the contract for two additional one-year periods with the renewal contract price being the preceding year's contract price as adjusted according to the Federal Consumer Price Index published by the Bureau of Labor Statistics; and

WHEREAS, the contractor has been performing the services in an effective and efficient manner; and

WHEREAS, pursuant to N.J.S.A. 40A:11-15, the City desires to exercise the first option and renew the contract for an additional one-year period effective as of January 16, 2015 and ending on January 15, 2016; and

WHEREAS, the total cost of the contract renewal is \$36,273.55; and

WHEREAS, funds in the amount of \$5,000.00 are available in Buildings and Street Operating Account No. 15-01-201-26-291-311.

NOW, THEREFORE BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

- 1) The Mayor or Business Administrator is authorized to renew the agreement with Lombardy Door Sales and Service for repair and maintenance of motorized overhead doors for the Department of Public Works/Division of Buildings and Street Maintenance;
- 2) The renewal contract is for a one-year period effective as of January 16, 2015, and the total cost of the contract shall not exceed \$36,273.55;
- 3) Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2015 calendar year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2015 calendar year permanent budget; and
- 4) The award of this contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10-5-31 et seq.

(Continued on Page 2)

*Business Built On Experience*

**LOMBARDY**  
**DOOR SALES & SERVICE CORP.**

*SINCE "1958"*

734 Belleville Avenue, Belleville, New Jersey 07109

**Phone: 973-759-0016 or 201-653-2233**

**Fax: 973-759-4077**

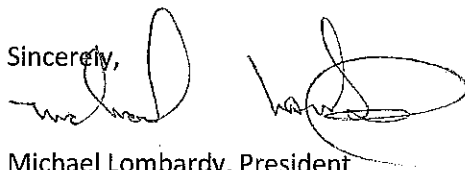
December 29, 2015

City of Jersey City  
Department of Public Works  
13-15 Linden Avenue East  
2<sup>nd</sup> Floor, Room A230  
Jersey City, NJ 07305  
Attn: Silendra Baijnauth

SUBJECT: Contract Renewal  
Repairs and Provide Maintenance for Motorized Overhead Doors

We accept the terms and conditions of your Contract for the renewal of one additional year effective January 15, 2016.

Sincerely,



Michael Lombardy, President  
Lombardy Door Sales & Service Corp.

# **EEO/AFFIRMATIVE ACTION REQUIREMENTS**

## **Goods, Professional Services and General Service Contracts**

Questions in reference to EEO/AA Requirements For Goods, Professional Services and General Service Contracts should be directed to:

Jeana F. Abuan  
Affirmative Action Officer, Public Agency Compliance Officer  
Department of Administration  
Office of Equal Opportunity/Affirmative action  
280 Grove Street Room-103  
Jersey City NJ 07302  
Tel. #201-547- 4533  
Fax# 201-547-5088  
E-mail Address: [abuanJ@jcnj.org](mailto:abuanJ@jcnj.org)

(REVISED 4/13)

**EXHIBIT A**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**  
**N.J.A.C. 17:27**

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.



**EXHIBIT A (Continuation)**

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

**EXHIBIT A  
N.J.S.A. 10:5-31 and N.J.A.C. 17:27  
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE  
Goods, Professional Services and General Service Contracts  
(Mandatory Affirmative Action Language)**

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Michael Lombardy, President

Representative's Signature: [Signature]

Name of Company: Lombardy Door Sales & Service Corp.

Tel. No.: 201-653-2233 Date: 12/29/15

# Sample Employee Information Report Form AA302

Form AA302  
Rev. 11/11

**STATE OF NEW JERSEY**  
Division of Purchase & Property  
Contract Compliance Audit Unit  
EEO Monitoring Program

**EMPLOYEE INFORMATION REPORT**

**IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO 1 REPORT FOR SECTION B, ITEM 11. For instructions on completing the form, go to: <http://www.state.nj.us/purchase/contract-compliance-eepd/aa302/aa302.pdf>**

**SECTION A - COMPANY IDENTIFICATION**

1. FID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input checked="" type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY <b>Thirteen</b>
4. COMPANY NAME <b>Lombardy Door Sales &amp; Service Corp.</b>		
5. STREET <b>734 Belleville Avenue</b>	CITY <b>Belleville</b>	COUNTY <b>Essex</b>
STATE <b>NJ</b>		ZIP CODE <b>07109</b>
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATED) <b>None</b>		
7. CHECK ONE IS THE COMPANY: <input checked="" type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT		
10. PUBLIC AGENCY AWARDING CONTRACT		
CITY		COUNTY
STATE		ZIP CODE

Official Use Only	DATE RECEIVED	INQUIRY DATE	ASSIGNED CERTIFICATION NUMBER

**SECTION B - EMPLOYMENT DATA**

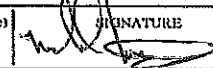
11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories. In columns 1, 2, & 3. **DONOT SUBMIT AN EEO 1 REPORT.**

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN									
	COL. 1 TOTAL (Cols 2, & 3)	COL. 2 MALE	COL. 3 FEMALE	MALE					FEMALE				
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.
Officials/Managers	1	1											
Professionals													
Technicians	7	7			2								
Sales Workers	3	3											
Office & Clerical	2		2										
Craftworkers (Skilled)	0												
Operatives (Semi-skilled)	0												
Laborers (Unskilled)													
Service Workers													
TOTAL	13												
Total employment from previous report (if any)													
Temporary & Part-Time Employees													

The data below shall NOT be included in the figures for the appropriate categories above.

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input type="checkbox"/> 1. Visual Survey <input type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input type="checkbox"/> 2. NO <input checked="" type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR
13. DATES OF PAYROLL PERIOD USED From: To:		

**SECTION C - SIGNATURE AND IDENTIFICATION**

16. NAME OF PERSON COMPLETING FORM (Print or Type) <b>Michael Lombardy</b>	SIGNATURE 	TITLE <b>President</b>	DATE MO DAY YEAR <b>12 29 15</b>
17. ADDRESS NO. & STREET <b>734 Belleville Ave.</b>	CITY <b>Belleville</b>	COUNTY <b>Essex</b>	STATE <b>NJ</b>
ZIP CODE <b>07109</b>		PHONE (AREA CODE, NO. EXTENSION) <b>201-653-2233</b>	

**APPENDIX A**  
**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

The contractor and the Lombardy Doors of Bellville, NJ, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: Michael Lombardy, President  
Representative's Signature: [Signature]  
Name of Company: Lombardy Door Sales & Service Corp.  
Tel. No.: 973-759-0016 Date: 10/29/15

**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Lombardy Door Sales & Service Corp.  
Address : 734 Belleville Avenue, Belleville, NJ 07109  
Telephone No. : 201-653-2233  
Contact Name : Michael Lombardy

Please check applicable category :

☐ Minority Owned Business (MBE)      ☐ Minority & Woman Owned Business (MWBE)  
☐ Woman Owned business (WBE)      ☒ Neither

**Definitions**

**Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: Lombardy Door Sales & Service Corp.

Address: 734 Belleville Avenue, Belleville, NJ 07109

Telephone No.: 201-653-2233

Contact Name: Michael Lombardy

Please check applicable category:

☐ Minority Owned Business (MBE)

☐ Minority & Woman Owned  
Business (MWBE)

☐ Woman Owned business (WBE)

☒ Neither

**Definitions**

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**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**DIVISION OF PURCHASING COPY**

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT****RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

15-JUN-2012

to

15-JUN-2019

**LOMBARDY DOOR SALES & SERVICE CORP.**  
**734 BELLEVILLE AVE.**  
**BELLEVILLE NJ 07109**



A handwritten signature in black ink.

Andrew P. Sldamon-Eristoff  
State Treasurer



Certificate Number  
607301

Registration Date: 03/08/2014  
Expiration Date: 03/07/2016



# State of New Jersey

## Department of Labor and Workforce Development Division of Wage and Hour Compliance

### Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

**2014**  
Lombardy Door Sales & Service Corporation

**Responsible Representative(s):**

Michael G. Lombardy, President  
Michael H. Lombardy, Vice-President  
Jeffrey Lombardy, Secretary

**Responsible Representative(s):**

*Harold J. Wirths*

Harold J. Wirths, Commissioner  
Department of Labor and Workforce Development

This certificate may not be transferred or assigned  
and may be revoked for cause by the Commissioner

NON TRANSFERABLE

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, NJ 08646-0252

TAXPAYER NAME:

LOMBARDY DOOR SALES & SERVICE CORP

TRADE NAME:

TAXPAYER IDENTIFICATION#:

SEQUENCE NUMBER:

0102107

ADDRESS:

734 BELLEVILLE AVE  
BELLEVILLE NJ 07808

ISSUANCE DATE:

08/10/04

EFFECTIVE DATE:

02/24/71

FORM-BRC(08-01)

Acting Director

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.



**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY  
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED  
ON SEPTEMBER 3, 2008**

**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Lombardy Door Sales & Service Corp. (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding 2016 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Lombardy Door Sales & Service Corp. (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

**PART II - Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Lombardy Door Sales & Service Corp.

Signed: [Signature] Title: President

Print Name: Michael Lombardy

Date: 12/29/15

Subscribed and sworn before me  
this 29th day of December, 2015.

My Commission expires: 02/13/18

[Signature]  
(Affiant)  
Michael Lombardy, President  
(Print name & title of affiant) (Corporate Seal)

MARY E. STANZIONE  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES FEB. 13, 2018

Mary E. Stanzone

**\*\*Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.**

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR NON-FAIR AND OPEN CONTRACTS**  
**Required Pursuant To N.J.S.A. 19:44A-20.8**  
**CITY OF JERSEY CITY**

**Part I – Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Election Fund for Steven Fulop (2013)	Councilperson Frank Gajewski
Team Fulop	Councilperson Khemraj "Chico" Ramchal
Team Fulop Runoff	Councilperson Richard Boggiano
Lavarro for Council	Councilperson Michael Yun
Councilperson Joyce E. Watterman	Councilperson Candice Osborne
Councilperson Daniel Rivera	Councilperson Diane Coleman

**Part II – Ownership Disclosure Certification**

☒ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

☐ Partnership      ☒ Corporation      ☐ Sole Proprietorship      ☐ Subchapter S Corporation  
☐ Limited Partnership      ☐ Limited Liability Corporation      ☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Michael G. Lombardy	508 Morris Avenue, Spring Lake, N.J.
Michael H. Lombardy	395 Montrose Avenue, Rutherford, NJ
Jeffrey Lombardy	5 Fairway, Bloomfield, NJ

**Part 3 – Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Lombardy Door Sales & Service Corp

Signed: [Signature] Title: President

Print Name: Michael Lombardy Date: 12/29/15

Subscribed and sworn before me this 29<sup>th</sup> day of

December, 2015

My Commission expires: 02/13/18

[Signature]

[Signature]

(Affiant)  
Michael Lombardy, President  
(Print name & title of affiant) (Corporate Seal)

MARY E. STANZIONE  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES FEB. 13, 2018

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit  
no later than 10 days prior to the award of the contract.

## Part I - Vendor Information

Vendor Name:	Lombardy Door Sales & Service Corp.		
Address:	734 Belleville Avenue		
City:	Belleville	State:	NJ
Zip:	07109		

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.



Michael Lombardy  
Printed Name

President  
Title

## Part II - Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

☐ Check here if the information is continued on subsequent page(s)

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Page        of       [illegible]☐ Check here if the information is continued on subsequent page(s)

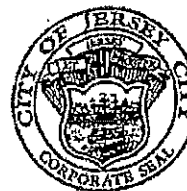
# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14,024

Agenda No. 10.T

Approved: JAN 15 2014

TITLE:



## **RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO LOMBARDY DOOR SALES & SERVICE FOR REPAIR AND MAINTENANCE OF MOTORIZED OVERHEAD DOORS FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF BUILDINGS AND STREET MAINTENANCE**

### **COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:**

WHEREAS, the City's Purchasing Director acting within his authority and in conformity with N.J.S.A. 40A:11-1 et. seq. has publicly advertised for bids for the Repair and Maintenance of Motorized Overhead Doors for the Department of Public Works/Division of Buildings and Street Maintenance; and

WHEREAS, pursuant to public advertisement the City of Jersey City has received One (1) Bid, the sole responsible bid being that from Lombardy Door Sales & Service, 734 Belleville Avenue, Belleville NJ 07109 in the total bid amount of Thirty Five Thousand, Nine Hundred and Fifty (\$35,950.00) Dollars; and

WHEREAS, the City's Purchasing Director has certified that he considers said bid to be fair and reasonable; and

WHEREAS, the contract shall be for the period of (1) one year and the City reserves the right to extend the contract for up to (2) two additional (1) one year terms pursuant to specifications and bids thereon; and

WHEREAS, the sum of Thirty Five Thousand, Nine Hundred and Fifty (\$35,950.00) Dollars; will be budgeted for the 2014, 2015, 2016 and 2017 Budget Years subject to the approval of said budget by the Municipal Council; and

WHEREAS, the sum of Three Thousand (\$3,000.00) Dollars is available in the 2014 permanent budget; and

WHEREAS, the funds for this purchase are available in Operating Account # 01-201-26-291-311

Dept. of Public Works/Div. of Buildings and Street Maintenance		
Acct. No.	P.O. No.	Amount
01-201-26-291-311	112,194	Temp Encumb. \$3,000.00
		Total Contract \$35,950.00

WHEREAS, these funds are available for this expenditure in accordance with requirements of the Local Budget Law, N.J.S.A. 40A:4-1 et. seq.

WHEREAS, the remaining contract funds will be made available in the 2014, 2015, 2016 and 2017 temporary and permanent budgets; and

WHEREAS, the award of the contract shall be subject to the availability and appropriation of sufficient funds in the 2014 thru 2017 temporary and permanent budgets; and

WHEREAS, if funds are not available for the contract in the 2014 permanent budget, the contract will be terminated.

(Continued on page 2)

# CERTIFICATE OF EMPLOYEE INFORMATION REPORT

## RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

15-JUN-2012 to 15-JUN-2019

LOMBARDY DOOR SALES & SERVICE CORP.  
734 BELLEVILLE AVE.  
BELLEVILLE NJ 07109



Andrew P. Sidamon-Eristoff  
State Treasurer

Certificate Number  
607301

Registration Date: 03/08/2014  
Expiration Date: 03/07/2016



# State of New Jersey

## Department of Labor and Workforce Development Division of Wage and Hour Compliance

### Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

Lombardy Door Sales & Service Corporation

**Responsible Representative(s):**

Michael G. Lombardy, President  
Michael H. Lombardy, Vice-President  
Jeffrey Lombardy, Secretary

**Responsible Representative(s):**

A handwritten signature in cursive script, reading "Harold J. Wirths".

Harold J. Wirths, Commissioner  
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned  
and may be revoked for cause by the Commissioner

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.048

Agenda No. 10.0

Approved: JAN 27 2016

TITLE:



## RESOLUTION AUTHORIZING THE RENEWAL OF AN OPEN-END CONTRACT WITH DUNCAN HARDWARE FOR THE SUPPLY AND DELIVERY OF SMALL TOOLS AND HARDWARE SUPPLIES FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF PARK MAINTENANCE

COUNCIL  
THE FOLLOWING RESOLUTION:

OFFERED AND MOVED ADOPTION OF

**WHEREAS**, Resolution No. 14.022 approved on January 15, 2014, awarded a one-year contract in the amount of \$164,341.02 to **Duncan Hardware** for small tools and hardware supplies for the City of Jersey City (City), Department of Public Works / Division of Park Maintenance; and

**WHEREAS**, the bid specifications provided the City with the option to renew the contract for two additional one-year periods with the renewal contract price being the preceding year's contract price as adjusted according to the Federal Consumer Price Index published by the Bureau of Labor Statistics; and

**WHEREAS**, the contractor has been performing the services in an effective and efficient manner; and

**WHEREAS**, Resolution No. 15.059, approved on January 28, 2015, exercised the first of two renewal options for a total contract amount of \$165,820.08; and

**WHEREAS**, pursuant to N.J.S.A. 40A:11-15, the City desires to exercise the final option and renew the contract for an additional one-year period effective as of **January 15, 2016 and ending on January 14, 2017**; and

**WHEREAS**, the total cost of the contract renewal is **\$166,317.54**; and

**WHEREAS**, funds in the amount of \$10,000.00 are available in the Division of Park Maintenance **Operating Account No. 16-01-201-28-375-210**.

**NOW, THEREFORE BE IT RESOLVED** by the Municipal Council of the City of Jersey City that:

- 1) The Mayor or Business Administrator is authorized to renew the agreement with **Duncan Hardware** to provide small tools and hardware supplies for the City of Jersey City (City), Department of Public Works / Division of Park Maintenance;
- 2) The renewal contract is an open-end contract and is for a one-year period effective as of January 15, 2016, and the total cost of the contract shall not exceed **\$ 166,317.54**;
- 3) The Chief Financial Officer shall prepare and execute certificates of available funds as orders are made during the term of the contract;
- 4) The award of this contract shall be subject to the condition that the contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.
- 5) Upon certification by an official or employee of the City authorized to attest that the contractor has complied with the specifications in all respects, and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.

(Continued on Page 2)



City Clerk File No. Res. 16-048Agenda No. 10.0 JAN 27 2016

TITLE:

**RESOLUTION AUTHORIZING THE RENEWAL OF AN OPEN-END  
CONTRACT WITH DUNCAN HARDWARE FOR THE SUPPLY AND  
DELIVERY OF SMALL TOOLS AND HARDWARE SUPPLIES FOR THE  
DEPARTMENT OF PUBLIC WORKS / DIVISION OF PARK MAINTENANCE**

I, Donna Mauer Donna Mauer, as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Park Maintenance Operating Account No. 16-01-201-28-375-210 for payment of the above resolution.

Requisition # 0172970Purchase Order # 119596Temp. Encumbrancy \$ 10,000.00

January 4, 2016

APPROVED: Mark Redfield  
Mark Redfield, DPW Director  
APPROVED: \_\_\_\_\_  
Business Administrator

APPROVED AS TO LEGAL FORM

\_\_\_\_\_  
Corporation CounselCertification Required ☒Not Required ☐**APPROVED 9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1-27-16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr.  
Rolando R. Lavarro, Jr., President of Council

Robert Byrne  
Robert Byrne, City Clerk

## **Silendra Bajnauth**

---

**From:** Raymond Reddington  
**Sent:** Wednesday, January 06, 2016 11:25 AM  
**To:** Silendra Bajnauth  
**Subject:** RE: Duncan Hardwar Renewal.pdf

Looks okay.

-----Original Message-----

**From:** Silendra Bajnauth  
**Sent:** Wednesday, January 06, 2016 11:04 AM  
**To:** Raymond Reddington  
**Subject:** Duncan Hardwar Renewal.pdf

Please see attached. This open end renewal is for 111 items.

Thanks

-----Original Message-----

**From:** Raymond Reddington  
**Sent:** Wednesday, January 06, 2016 9:26 AM  
**To:** Silendra Bajnauth  
**Subject:** RE: Emailing: Diaz Nursery Renewal.pdf

When you have an open-end contract for only one or two items, you should follow the format of the resolution that I sent you where the unit costs are stated in the resolution. If it is an open-end contract for multiple items, follow the format of the resolution you just sent me.

-----Original Message-----

**From:** Silendra Bajnauth  
**Sent:** Wednesday, January 06, 2016 8:22 AM  
**To:** Raymond Reddington  
**Subject:** Emailing: Diaz Nursery Renewal.pdf

Good Morning Mr. Reddington,  
Attached is an open end renewal which was approved on the October 28, 2015 meeting.

Should I use this format moving forward for "only open end " contract renewals?

Thanks

## RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

### Full Title of Ordinance/Resolution

**RESOLUTION AUTHORIZING THE RENEWAL OF AN OPEN-END CONTRACT WITH DUNCAN HARDWARE FOR THE SUPPLY AND DELIVERY OF SMALL TOOLS AND HARDWARE SUPPLIES FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF PARK MAINTENANCE**

### Project Manager

Department/Division	DPW	Parks Maintenance
Name/Title	Cleveland Snow	Parks Director
Phone/email	201-547-4495/4449	csnow@icnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

### Contract Purpose

The purpose of this resolution is to provide:

- ✦ For small tools and hardware supplies. These supplies are needed to maintain City parks and facilities.
- ✦ For 111 different kind of hardware supplies (see attached for a complete listing).
- ✦ Some of the supplies are high speed blades, calcium chloride pellets, green machine trimmers, binding chains, chain saws, backpack blowers, encore gear driven mowers, etc.
- ✦ During the contract term, the City is only obligated to order the minimum quantity. If the maximum quantity is ordered by the City during the contract term, the total cost of the contract would be \$166,317.54. The resolution encumbered \$10,000.00 temporary. As the year progresses, if the City needs more than \$10,000.00 worth of hardware supplies, additional funds are encumbered under the authority of the contract award resolution.

### Cost (Identify all sources and amounts)

01-201-28-375-210(Parks Operating Account)  
Contract Amount = \$166,317.54  
Temporary Encumbrancy =\$10,000.00

### Contract term (include all proposed renewals)

01/15/16 to 01/14/17  
This is the final option to renew.

### Type of award

Public Bid – Contract renewal

### If "Other Exception", enter type

### Additional Information

Original resolution # 14.022, approved 01/15/14  
First option resolution # 15.059, approved 01/28/15

I certify that all the facts presented herein are accurate.

Mark Redford  
Signature of Department Director

7/11/16  
Date

\_\_\_\_\_  
Signature of Purchasing Director

\_\_\_\_\_  
Date



STEVEN M. FULOP  
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY  
DEPARTMENT OF PUBLIC WORKS

13-15 LINDEN AVENUE EAST, 2ND FLOOR | JERSEY CITY, NJ 07305  
P: 201 547 4400 | F: 201 547 4803

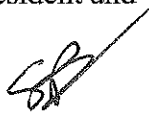


MARK REDFIELD  
DIRECTOR

## MEMORANDUM

**Date:** January 15, 2016

**To:** Rolando R. Lavarro, Jr; Council President and Members of the Municipal Council

**From:** Silendra Bajjnauth, Fiscal Officer 

**Subject :** 2016 Budget Memo (Contract renewal – Small Tools and Hardware Supplies)

There exists a need for small tools and hardware supplies to maintain City parks and facilities. Resolution No. 14.022 approved on January 15, 2014, awarded a one-year contract in the amount of \$164,341.02 to **Duncan Hardware** for small tools and hardware supplies. The bid specifications provided the City with the option to renew the contract for two additional one-year periods with the renewal contract price being the preceding year's contract price as adjusted according to the Federal Consumer Price Index published by the Bureau of Labor Statistics.

Resolution No. 15.059, approved on January 28, 2015, exercised the first of two renewal options for a total contract amount of \$165,820.08. The contractor has been performing the services in an effective and efficient manner.

The City desires to exercise the final option and renew the contract for an additional one-year period effective as of January 15, 2016 and ending on January 14, 2017. The total cost of the contract renewal is \$166,317.54. Funds in the amount of \$10,000.00 are available in the Division of Park Maintenance Operating Account No. 16-01-201-28-375-210.

The key point is that the City is making a contract based on the lowest unit cost for an item. The bid specification is an open end-end contract. It indicated a minimum and maximum number of items. If the maximum quantity is ordered by the City during the contract term, then the total cost of the contract would be \$166,317.54. The resolution is encumbering \$10,000.00 for now. As the year progresses, and if the City needs more than \$10,000.00 worth of small tools and hardware supplies, additional funds are then encumbered through a change order under the authority of the contract award resolution. There are 111 items within this contract (see attached list).

# BID PROPOSAL/DOCUMENTS

## SMALL TOOLS AND HARDWARE SUPPLIES FOR THE DIVISION OF PARK MAINTENANCE

This contract will be awarded as an open-end contract. The minimum and the maximum number of quantities for each item or as stated below. Vendor will bid on the maximum number quantity.

Item #	Quantity	DESCRIPTION	Unit Amount	Extended Amount
1.	0-12 Each.	DIE - CUT High Speed Blades <del>DRY CUT</del> FELKER # DCH -350-S-582213 or Approved Equal <del>ASPHALT CUTTING BLADE</del>	\$ 332. <sup>00</sup>	\$ 3984. <sup>00</sup>
2.	0-64 Doz	LEATHER PALM GLOVES- Gauntlet pattern -size SEAL GLOVES# S29GKE or Approved Equal	\$ 29. <sup>50</sup>	\$ 1888. <sup>00</sup>
3.	0-48 Each	AMERICAN PAD LOCKS KEYED ALIKE # H-11 or approved equal (key # to be furnished)	\$ 18. <sup>80</sup>	\$ 902. <sup>40</sup>
4.	0-36 Each	AMERICAN PADLOCKS-Keyed differently # H 11 or approved equal. Key #188	\$ 18. <sup>40</sup>	\$ 662. <sup>40</sup>
5.	0-150 Each	100 LB. DRUM CALCIUM CHLORIDE PELLETS, 97 % CALCIUM CHLORIDE -WILL ACCEPT NO SUBSTITUTIONS.	\$ 38. <sup>00</sup>	\$ 5700. <sup>00</sup>
6.	0-6 Cases	STIHL 2 CYCLE OIL MIX PINTS 48 PER CAS OR APPROVED EQUAL	\$ 74. <sup>00</sup>	\$ 444. <sup>00</sup>
7.	0-6 Cases	HOMELITE BAR & CHAIN OIL MIX Qts 12 per/case or approved equal	\$ 45. <sup>00</sup>	\$ 270. <sup>00</sup>
8.	0-24 Each	RUBBER MAID BIG WHEEL TIL T'NROLL CART W/LID, 50 GAL. SIZE, W/8 RUBBER WHEELS # 3559 or approved equal.	\$ 78. <sup>48</sup>	\$ 1883. <sup>52</sup>
9.	0-6 Cases	DISPOSABLE FACE MASKS 600/CS, 3M # 8500 or approved equal	\$ 56. <sup>00</sup>	\$ 336. <sup>00</sup>
10.	0-12 Each	SAFETY CANS poly-type # 1 EAGLE #1543, Color- red, 5-gal or approved equal	\$ 28. <sup>00</sup>	\$ 336. <sup>00</sup>
11.	0-12 Each	GREEN MACHINE TRIMMERS MODEL #4000J QUAD BLADE AND J-bar handle -40.5 gas 40.6cc  ITEM DISCONTINUED SUB. AED MAX: Bcz 400SW - AS previously specified	\$ 460. <sup>00</sup>	\$ 5520. <sup>00</sup>

MACHINE  
(OUT OF GAS/NOV)

# SMALL TOOLS AND HARDWARE SUPPLIES

26.	0-6 EACH	PROFESSIONAL POWER LOCK RULER-1 "WIDE BLADE -30" LENGTH, STANLEY # 33-430 or approved equal	\$ 11.40	\$ 68.40
27.	0-6 EACH	HI-VIZ LINER FIBER GLASS MEASURING TAPE-100" X 1/2" #706D or approved equal	\$ 12.80	\$ 76.80
28.	0-12 EACH	PROFESSIONAL WOOD HANDLE HAMMER-16" HANDLE LENGTH, STANLEY # 51-355-Ripping-CLAW or approval equal	\$ 8.80	\$ 105.60
29.	0-12 EACH	UTILITY KNIVES -W/6" LENGTH HANDLE-STANLEY # 10-099-99 OR APPROVAL EQUAL	\$ 3.40	\$ 40.80
30.	0-4 EACH	ARROW OUTWARD CLINCH STAPLE GUN # T-500C-85 STAPLES ON .050" wire or approved equal.	\$ 19.50	\$ 78.00
31.	0-1	1/4 MAGNUM DRILL w/reversing trigger control -0-2000 rpm speed 5.5 amp motor -MLK WAUKEE #0124-1 or approved equal	\$	\$ 180.00
32.	0-1	1/2 MAGNUM DRILL W/Power Tight keyless chuck and reversing trigger control- 0-850 rpm speed, 5.5 amp motor-MILWAUKEE # 0235-1 OR APPROVED EQUAL	\$	\$ 180.00
32A.	0-1	3/8 MAGNUM DRILL w/power tight keyless chuck & reversing trigger control 0-1200 rpm speed, 5.5amp motor-MILWAUKEE 30225-1 or approved equal.	\$	\$ 160.00
33.	0-2 SET	MILWAUKEE 29 PIECE DRILL SET- HIGH SPEED STEEL SIZES 1/16" TO 1/2" X64 TMS #48-89-0010 OR APPROVED EQUAL	\$ 36.00	\$ 72.00
34.	0-1	ALUMINUM EXTENSION LADDER -2 section WERNER SERIES D 1100- # D1124-2x-3FT. OVERLAP-24" LENGTH or approved equal	\$	\$ 169.00
35.	0-3 EACH	GOSPORT POLY TARPS SIZE-12'X16' COLOR-BLUE 8/10 mil thickness- rustproof grommets every 3 feet or approval equal	\$ 7.20	\$ 21.60
35A.	0-3 EACH	GOSPORT POLY TARPS -SIZE 20 ftx 30 ft color -blue 8/10 mil thickness-rustproof grommets every 3 ft. or Approved Equal	\$ 18.00	\$ 54.00
35B.	0-3 EACH	GOSPORT POLY TARPS -Size 10ftx12ft,blue, 8/10 mil thickness w rustproof grommets every 3 ft or approval equal	\$ 4.40	\$ 13.20

# SMALL TOOLS AND HARDWARE SUPPLIES

48C.	0-24 EACH	SAFETY HASPS, SIZE 3/4" NATIONAL V-30 V-PAC or approved equal	\$ 1.60	\$ 38.40
49.	0-24 EACH	INDUSTRIAL GRADE PADLOCK MASTER LOCK # 9411-D2 1/8" STEEL CASE or approved equal	\$ 14.80	\$ 355.20
50.	0-24 EACH	STANLEY # 850 EXTRA HEAVY WROUGHT FULL SURFACE STEEL HINGES, 3"x3" or approved equal	\$ 4.75	\$ 114.00
51.	0-24 EACH	HEAVY DUTY HAND TRUCK-HARPER SERIES, 30-# 3017-Continuous handle 600lb capacity OR APPROVED EQUAL	\$ 56.00	\$ 1344.00
52.	0-2 EACH	JET P.T. SERIES-HYDRAULIC HAND PALLET TRUCK # PT 2742A-5000LB. Cap. Return D handle touch control neutral level or approved equal	\$ 425.00	\$ 850.00
53.	0-6 EACH	WHEELS-SEMI PNEUMATIC WESCO # 052862-10" DIAMETER WITH 2.75" WIDTH- BALL BEARING or approved equal	\$ 27.00	\$ 162.00
54.	0-12 EACH	LOADER HUGGER, 2" TYPE B NYLON LIFT ALL SERIER 10, 000 # 61002-30FT. WEB or approved equal	\$ 23.00	\$ 276.00
55.	0-24 ROLL	DUCT TAPE-WATERPROOF POLY UNITED #UT-100 INDUSTRIAL grade or approved equal.	\$ 4.40	\$ 105.60
56.	0-24 EACH	BIG ORANGE DROP FORGED WIRE ROPE CLIPS SIZE 1/8" FFC-450 type 1 CM# M244 OR APPROVED EQUAL	\$ .75	\$ 18.00
56A.	0-24 EACH	BIG ORANGE DROP FORGED WIRED ROPE CLIPS SIZE -1/4" CM# M246-450 TYPE 1 or approved equal	\$ .76	\$ 18.24
56B.	0-24 EACH	BIG ORANGE DROP FORGED WIRE ROPE CLIPS, SIZE 5/8" FFC 450 TYPE 1-CM# M251 or approved equal	\$ .95	\$ 22.80
56C.	0-24 EACH	BIG ORANGE DROP FORGED WIRE ROPE CLIPS-SIZE 3/4" TYPE 1- CM#M252 FFC-450 or approved equal	\$ 1.50	\$ 36.00
56D.	0-24 EACH	EACH ORANGE DROP FORGED WIRE ROPE CLIP -SIZE 1" FFC-450 TYPE 1-CM # 245 or approved equal	\$ 2.40	\$ 57.60
57.	0-1 CARTON	HITCH PIN CLIPS-CAMPBELL # 389-9609-1 5/8" QA size or approved equal.	\$	\$ 11.00

# SMALL TOOLS AND HARDWARE SUPPLIES

63C.	0-1 BOX	OPEN ROUND EYE SNAPS 1/2 X 4 1/8" HOLDFAST (COVERT) # 760-1431 OR APPROVED EQUAL	\$	\$ 29 <sup>00</sup>
63D.	0-1 BOX	OPEN ROUND EYE SNAPS- 1/2 X 4 1/8 "HOLDFAST (COVERT) # 760 -144 OR APPROVED EQUAL/10 PER BOX	\$	\$ 33 <sup>00</sup>
63E.	0-1 BOX	OPEN ROUND EYE SNAP 1/2 X 5 1/8" Length - HOLDFAST (COVERT) #760-1441 OR APPROVED EQUAL . 10 PER COX	\$	\$ 33 <sup>50</sup>
63F.	0-1 BOX	OPEN ROUND EYE SNAP 1 5/8X 5 7/8"LENGTH-HOLDFAST (COVERT) #760-1461 or approved equal. 10 per box	\$	\$ 39 <sup>00</sup>
63G.	0-1 BOX	OPEN ROUND EYE SNAPS 3/4 X 6 1/4 " Length Hold fast (Covert) # 760-1471	\$	\$ 40 <sup>00</sup>
64.	0-1 PACK	PLAIN HEAD CABLE TIES-IDEAL # 15 -809 NATURAL OR APPROVED EQUAL. 1,000 PER PACK	\$	\$ 23 <sup>00</sup>
64A.	0-1 PACK	PLAIN HEAD CABLE TIES -IDEAL #15-849 STD NATURAL OR APPROVED EQUAL - 1,000 PER PACK	\$	\$ 39 <sup>00</sup>
64B.	0-1 PACK	PLAIN HEAD CABLE TIES-IDEAL #15-829- 5.51-NATURAL or APPROVED EQUAL - 1,000 PER PACK	\$	\$ 31 <sup>00</sup>
64C.	0-1 PACK	PLAIN HEAD CABLE TIES -IDEAL # 15-659- 11"-L. NATURAL OR APPROVED EQUAL	\$	\$ 23 <sup>50</sup>
65.	0-12 EACH	CHAIN SAW-12"-16"BAR SIZE CS-3400, TOP HANDLE SAW 33.4 CC ENGINE ECHO, # CS-3400 OR APPROVED EQUAL.	\$ 191 <sup>00</sup>	\$ 2292 <sup>00</sup>
66.	0-12 EACH	BACKPACK BLOWER-30 CC ENGINE, LIGHTWEIGHT, 250 MPH AIR VELOCITY/590 <del>RED MAX: EB25150 50cc</del> (As previously supplied)	\$ 356 <sup>00</sup>	\$ 4272 <sup>00</sup>
67.	0-4 EACH	ENCORE GEAR DRIVEN MOWER, 48 INCH, 14 H.P., KAWASAKI ENGINE, 4.25 GAL FUEL CAPACITY, # 48K200 OR APPROVED EQUAL	\$ 3180 <sup>00</sup>	\$ 12,720 <sup>00</sup>
68.	0-1	ENCORE POWER THATCH, #25T100, #11 GA., 20" OPERATING WIDTH OR APPROVED EQUAL	\$	\$ 1280 <sup>00</sup>
69.	0-2 EACH	HONDA GENERATOR # EZ4500S SUPER QUIET, WITH 4500 WATT MAX. OUTPUT, ELECTRIC	\$ 1980 <sup>00</sup>	\$ 3960 <sup>00</sup>



# SMALL TOOLS AND HARDWARE SUPPLIES

88.	0-10 DOZEN	"UNION" BOW HEAD RAKE, #63-10 APPROVED EQUAL	\$ 97.50	\$ 975.00
89.	0-6 DOZEN	"UNION" LEVEL HEAD RAKE, #63-110 OR APPROVED EQUAL	\$ 174.00	\$ 1044.00
90.	0-3 DOZEN	"UNION" GARDEN HOE, # 66-105 OR APPROVED EQUAL	\$ 180.00	\$ 540.00
91.	0-6 DOZEN	"Union" SCRAPERS, #81-102 OR APPROVED EQUAL	\$ 225.00	\$ 1350.00
92.	0-3 DOZEN	"UNION" HEDGER SHEARS, #62-420 OR APPROVED EQUAL	\$ 179.00	\$ 537.00
93.	0-3 DOZEN	"UNION HEDGE PRUNERS, #62-430 or APPROVED EQUAL	\$ 154.00	\$ 477.00
94.	0-12 DOZEN	"UNION" STEEL BRACED BARN PUSHER, #79-847 OR APPROVED EQUAL	\$ 219.00	\$ 2628.00
95.	0-48 DOZEN	"UNION" BROOM 6 SCREW HANDLES WITH METAL TIPS # 84-007 OR APPROVED EQUAL	\$ 28.00	\$ 1363.20
96.	0-12 EACH	"UNION" corn knife, 15 inch, #62-653 OR APPROVED EQUAL	\$ 11.80	\$ 141.60
97.	0-3 DOZEN	"UNION" 4 PRONG CULTIVATOR, #68-120 OR APPROVED EQUAL	\$ 155.00	\$ 465.00
98.	0-5 DOZEN	SELLSTROM SEBRING # 400 EYE WARE OR APPROVED EQUAL	\$ 40.00	\$ 200.00
99.	0-6 EACH	PPT2400 ECHO Commercial Duty ECHO 23.6CC DUAL Ring Piston Engine. Provides Up To 20 % more power. Power pruners	\$ 462.00	\$ 2772.00
100.	0-24 EACH	ECHO BRUSH CUTTER SYSTEM WITH STEEL MESH VISOR AND EARMUFFS, Part # 103942230	\$ 33.00	\$ 792.00
101.	0-2 EACH	ECHO HPP1900 POWER WASHER. (Produces 1,300 psi at 1.85 G.P.M with optional part #999448- 00170) or APPROVED EQUAL	\$ 590.00	\$ 1180.00
102.	0-1 DOZEN	CORONA, 20" BOW SAW, # BS -4010 OR APPROVED EQUAL	\$	\$ 55.00

## BID PROPOSAL/DOCUMENTS

### GRAND TOTAL ITEMS 1 THROUGH 111

The City will use the grand total price calculated by using the maximum quantities stated for items 1 through 111. The Supplier shall be paid based on minimum and maximum quantities used, however, it shall not exceed the maximum quantity without prior issuance of a change order

### INCLUSIVE

ONE HUNDRED SIXTY FOUR THOUSAND THREE HUNDRED FORTY ONE AND TWO CENTS

In Writing)

\$ 164,341.02

(In Figures)

This contract will be awarded based upon the grand total price for items 1 through 111. If the Grand total Price is found to have been incorrectly computed, change will be made in any and all unit prices so as to attain conformity with the Grand Total Price before award is made.

Pursuant to N.J.S.A. 40A: 11-15, the City shall have the option to renew the contract for up to two additional one year terms. The City shall notify the vendor whether or not it will be renewing the contract 45 days before the expiration date of the contract. If the City exercises its option to renew the contract, the vendor must accept the contract renewal. Any price change included as part of a renewal shall be based upon the price of the original contract as cumulatively adjusted pursuant to any previous adjustment or extension and shall not exceed the change in the index rate for the twelve months preceding the most recent quarterly calculation available at the time the contract is renewed. Index rate means the rate of annual percentage increase, rounded to the nearest half-percent, in the Implicit Price Deflator for State and Local Government Purchases of Goods and Services, computed and published quarterly by the United States Department of Commerce, Bureau of Economic Analysis.

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## Databases, Tables & Calculators by Subject

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### Consumer Price Index - All Urban Consumers

Series Id: CUUR0100SA0  
 Not Seasonally Adjusted  
 Area: Northeast urban  
 Item: All items  
 Base Period: 1982-84=100

Download: .xlsx

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2005	202.6	203.6	206.0	206.9	206.2	206.2	207.9	208.7	210.8	211.5	210.0	209.0	207.5	205.3	209.7
2006	211.0	211.6	212.8	214.7	215.7	216.7	217.5	218.1	216.3	215.2	214.8	215.2	215.0	213.8	216.2
2007	215.813	216.651	218.334	219.501	220.591	221.579	221.945	221.559	221.436	221.951	223.356	223.425	220.512	218.745	222.279
2008	224.325	225.213	226.926	228.133	230.089	232.649	234.545	233.788	232.841	230.837	227.236	225.091	229.306	227.889	230.723
2009	225.436	226.754	227.309	227.840	228.136	229.930	230.154	230.883	231.200	231.304	231.708	231.462	229.343	227.568	231.119
2010	232.294	232.382	233.188	233.615	234.130	233.834	233.885	234.150	234.027	234.671	235.094	235.141	233.868	233.241	234.495
2011	235.969	237.110	239.074	240.267	241.566	241.690	242.282	243.033	243.323	243.014	242.652	241.987	240.997	239.279	242.715
2012	242.879	243.850	245.125	245.850	245.709	245.201	244.984	246.252	247.409	247.564	247.097	246.456	245.698	244.769	246.627
2013	247.277	248.665	248.719	248.464	248.584	248.851	249.411	249.858	250.231	249.320	249.503	249.567	249.038	248.427	249.648
2014	251.045	251.233	252.413	252.506	253.598	253.555	253.833	253.185	253.154	252.730	251.781	250.519	252.463	252.392	252.534
2015	250.016	250.619	251.451	251.760	252.770	253.626	253.405	252.903	252.922	252.504	252.573			251.707	

### 12-Month Percent Change

Series Id: CUUR0100SA0  
 Not Seasonally Adjusted  
 Area: Northeast urban  
 Item: All items  
 Base Period: 1982-84=100

Download: .xlsx

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2005	3.4	3.5	3.7	3.8	3.2	2.5	3.4	3.8	4.8	4.4	3.7	3.5	3.6	3.4	4.0
2006	4.1	3.9	3.3	3.8	4.6	5.1	4.6	4.5	2.6	1.7	2.3	3.0	3.6	4.1	3.1
2007	2.3	2.4	2.6	2.2	2.3	2.3	2.0	1.6	2.4	3.1	4.0	3.8	2.6	2.3	2.8
2008	3.9	4.0	3.9	3.9	4.3	5.0	5.7	5.5	5.2	4.0	1.7	0.7	4.0	4.2	3.8
2009	0.5	0.7	0.2	-0.1	-0.8	-1.2	-1.9	-1.2	-0.7	0.2	2.0	2.8	0.0	-0.1	0.2
2010	3.0	2.5	2.6	2.5	2.6	1.7	1.6	1.4	1.2	1.5	1.5	1.6	2.0	2.5	1.5
2011	1.6	2.0	2.5	2.8	3.2	3.4	3.6	3.8	4.0	3.6	3.2	2.9	3.0	2.6	3.5
2012	2.9	2.8	2.5	2.3	1.7	1.5	1.1	1.3	1.7	1.9	1.8	1.8	2.0	2.3	1.6
2013	1.8	2.0	1.5	1.1	1.2	1.5	1.8	1.5	1.1	0.7	1.0	1.3	1.4	1.5	1.2
2014	1.5	1.0	1.5	1.6	2.0	1.9	1.8	1.3	1.2	1.4	0.9	0.4	1.4	1.6	1.2
2015	-0.4	-0.2	-0.4	-0.3	-0.3	0.0	-0.2	-0.1	-0.1	-0.1	0.3			-0.3	

0.003

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# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14,022

Agenda No. 10.R

Approved: JAN 15 2014

TITLE:



**RESOLUTION AWARDING AN OPEN-END CONTRACT TO DUNCAN HARDWARE INC  
FOR THE SUPPLY AND DELIVERY OF SMALL TOOLS AND HARDWARE SUPPLIES  
FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF PARK MAINTENANCE**

## **COUNCIL**

**OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:**

WHEREAS, the City's Purchasing Director acting within his authority and in conformity with N.J.S.A. 40A:11-1 et. seq. has publicly advertised for bids for the Supply and Delivery of Small Tools and Hardware Supplies for the Department of Public Works/Division of Park Maintenance; and

WHEREAS, pursuant to public advertisement the City of Jersey City has received One (1) bid, the sole responsible bid being that from Duncan Hardware Inc, 776 West Side Avenue, Jersey City, NJ 07306 in the total bid amount of One Hundred Sixty Four Thousand, Three Hundred Forty One (\$164,341.02) Dollars and Two Cents; and

WHEREAS, the City's Purchasing Director has certified that he considers said bids to be fair and reasonable; and

WHEREAS, this contract is awarded as an open-end contract, for the period of (1) one year and the City reserves the right to extend the contract for up to (2) two additional (1) one year terms pursuant to specifications and bids thereon; and

WHEREAS, the sum of One Hundred Sixty Four Thousand, Three Hundred Forty One (\$164,341.02) Dollars and Two Cents, will be budgeted for the 2014, 2015, 2016 and 2017 temporary and permanent budgets subject to the approval of said budget by the Municipal Council; and

WHEREAS, the funds for this purchase are available in Operating Account # 01-201-28-375-210; and

WHEREAS, the sum of Five Thousand (\$5,000.00) Dollars is available in the 2014 permanent budget; and

Department of Public Works/Division of Park Maintenance.

Acct #	P.O #	Amount
01-201-28-375-210	112195	Temp. Encumbr. \$5,000.00
<b>TOTAL CONTRACT</b>		<b>\$164,341.02</b>

WHEREAS, the remaining contract funds will be made available as orders are placed in the 2014 thru 2017 temporary and permanent budgets; and

WHEREAS, these funds are available for this expenditure in accordance with requirements of the Local Budget Law, N.J.S.A. 40A:4-1 et. seq; and

(continued on Page 2)

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY  
DIVISION OF REVENUE  
PO BOX 282  
TRENTON, NJ 08646-0282

TAXPAYER NAME:

DUNCAN HARDWARE, INC.

ADDRESS:

776 WEST SIDE AVE.

JERSEY CITY, NJ 07310

EFFECTIVE DATE:

09/16/49

TRADE NAME:

DUNCAN TRUE-VALUE HARDWARE

SEQUENCE NUMBER:

0052510

ISSUANCE DATE:

03/28/05

Director

FORM-BRC(08-01)

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

Certification

7161

# CERTIFICATE OF EMPLOYEE INFORMATION REPORT

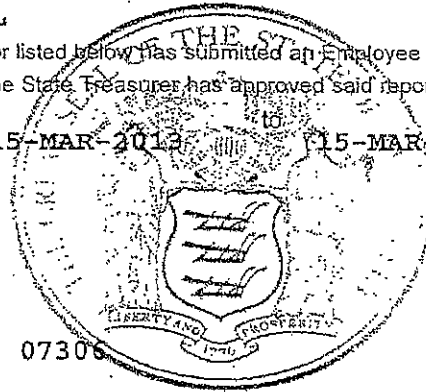
## RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

15-MAR-2013 to 15-MAR-2020

DUNCAN HARDWARE INC.  
776 WEST SIDE AVENUE  
JERSEY CITY

NJ 07306



A handwritten signature in black ink, appearing to read "Andrew P. Sidamon-Eristoff".

Andrew P. Sidamon-Eristoff,  
State Treasurer

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.059

Agenda No. 10.7

Approved: JAN 28 2015

TITLE:



## RESOLUTION AUTHORIZING THE RENEWAL OF AN OPEN END CONTRACT WITH DUNCAN HARDWARE FOR THE SUPPLY AND DELIVERY OF SMALL TOOLS AND HARDWARE SUPPLIES FOR THE DEPARTMENT OF PUBLIC WORKS/ DIVISION OF PARK MAINTENANCE

### COUNCIL

### OFFERED AND MOVED ADOPTION OF

#### THE FOLLOWING RESOLUTION:

WHEREAS, Resolution No. 14-022, approved on January 15, 2014, awarded a one-year contract in the amount of \$164,341.02 to Duncan Hardware for small tools and hardware supplies for the City of Jersey City (City), Department of Public Works / Division of Park Maintenance; and

WHEREAS, the bid specifications provided the City with the option to renew the contract for two additional one-year periods with the renewal contract price being the preceding year's contract price as adjusted according to the Federal Consumer Price Index published by the Bureau of Labor Statistics; and

WHEREAS, the contractor has been performing the services in an effective and efficient manner; and

WHEREAS, pursuant to N.J.S.A. 40A:11-15, the City desires to exercise the first option and renew the contract for an additional one-year period effective as of January 15, 2015 and ending on January 14, 2016; and

WHEREAS, the total cost of the contract renewal is \$165,820.08; and

WHEREAS, funds in the amount of \$10,000.00 are available in Park Maintenance Operating Account No. 15-01-201-28-375-210.

NOW, THEREFORE BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

- 1) The Mayor or Business Administrator is authorized to renew the agreement with Duncan Hardware for small tools and hardware supplies for the Department of Public Works/Division of Park Maintenance;
- 2) The renewal contract is for a one-year period effective as of January 15, 2015, and the total cost of the contract shall not exceed \$165,820.08;
- 3) Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2015 calendar year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2015 calendar year permanent budget; and
- 4) The award of this contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10-5-31 et seq.

(Continued on Page 2)



STEVEN M. FULOP  
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY  
DEPARTMENT OF PUBLIC WORKS

13-15 LINDEN AVENUE EAST, 2ND FLOOR | JERSEY CITY, NJ 07305  
P: 201 547 4400 | F: 201 547 4803



MARK REDFIELD  
DIRECTOR

**December 29, 2015**

Ronald Eberle  
Duncan Hardware Inc.  
776 West Side Avenue  
Jersey City, NJ 07306

Subject: Renewal – Small Tools and Hardware Supplies

Dear Mr. Ronald Eberle:

Your present contract for Small Tools and Hardware Supplies Supply for the City of Jersey City/Division of Park Maintenance is due to expire on January 14, 2016. The provision of the contract allows the city to renew the contract with the price being the preceding year. The contract price will be adjusted according to the Federal Consumer Price Index Published by the Bureau of Labor Statistics.

At this time the CPI Number will not be available until January 13, 2015 and at that time we will be contacting the Bureau of Labor Statistics for that number. **Please confirm this renewal and terms in writing A.S.A.P. Also attached are the EEO/Affirmative Action and Play to Play information which need to be filled out and returned along with your conformation letter and Business Registration information.**

If you have any questions please contact the Division of Park Maintenance and speak with Ms. Harley for assistance she can be reached at 201-547-4449 or via email [elizabet@jcnj.org](mailto:elizabet@jcnj.org).

Sincerely,

Cleveland Snow, Director  
Division of Park Maintenance

**See attached forms - Equal Employment Opportunity - EEO Affirmative Action Requirements & Play to Play Forms**



Duncan Hardware.  
776 West Side Avenue  
Jersey City, NJ 07306  
Telephone: 201-435-1700  
Facsimile: 201-435-6888  
Email: [duncanhardware@gmail.com](mailto:duncanhardware@gmail.com)

## DUNCAN HARDWARE

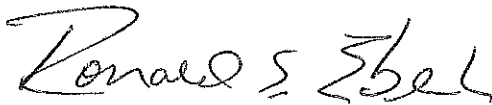
1/01/16

Jersey City Dept. Of Public Works  
Parks & Forestry  
Cleveland Snow

Ronald S. Eberle  
President

Please accept this letter as our company's agreement to  
extend for an additional year our present contract for: Small  
Tools and Hardware Supplies.

Sincerely,



Ronald S. Eberle

RECEIVED  
2016 JAN -7 AM 8:20  
CITY OF JERSEY CITY  
DIV. PARK MAINTENANCE

# **EEO/AFFIRMATIVE ACTION REQUIREMENTS**

## **Goods, Professional Services and General Service Contracts**

Questions in reference to EEO/AA Requirements For Goods, Professional Services and General Service Contracts should be directed to:

Jean F. Abuan  
Affirmative Action Officer, Public Agency Compliance Officer  
Department of Administration  
Office of Equal Opportunity/Affirmative action  
280 Grove Street Room-103  
Jersey City NJ 07302  
Tel. #201-547- 4533  
Fax# 201-547-5088  
E-mail Address: [abuanJ@jcnj.org](mailto:abuanJ@jcnj.org)

(REVISED 4/13)

**EXHIBIT A**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**  
**N.J.A.C. 17:27**

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

### EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

**EXHIBIT A**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**Goods, Professional Services and General Service Contracts**  
**(Mandatory Affirmative Action Language)**

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print):

RONALD S. EBERLE PRESIDENT

Representative's Signature:

Ronald S. Eberle

Name of Company:

Tel. No.: **DUNCAN HARDWARE, INC.**  
776 West Side Avenue  
Jersey City, NJ 07306  
(201) 435-1700 Fax 435-6888

Date:

1/4/10

**APPENDIX A**  
**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

The contractor and the \_\_\_\_\_ of \_\_\_\_\_, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: RONALD S. ERENE PRESIDENT  
Representative's Signature: Ronald S. Erene  
Name of Company: \_\_\_\_\_  
Tel. No.: \_\_\_\_\_ Date: 1/4/16

DUNCAN HARDWARE, INC.  
776 West Side Avenue  
Jersey City, NJ 07306  
(201) 435-1700 Fax 435-6888

**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : DUNCAN HARDWARE, INC.  
776 West Side Avenue  
Address : Jersey City, NJ 07306  
(201) 553-1700 Fax 435-6888  
Telephone No. : \_\_\_\_\_  
Contact Name : \_\_\_\_\_

Please check applicable category :

☐ Minority Owned Business (MBE)      ☐ Minority & Woman Owned Business (MWBE)  
☐ Woman Owned business (WBE)      ☒ Neither

**Definitions**

**Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**OFFICE OF EQUAL OPPORTUNITY COPY**

**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: DUNCAN HARDWARE, INC.  
776 West Side Avenue  
Jersey City, NJ 07306  
Address: (201) 435-1700 Fax 435-6888  
Telephone No.: \_\_\_\_\_  
Contact Name: \_\_\_\_\_

Please check applicable category:

☐ Minority Owned Business (MBE)      ☐ Minority & Woman Owned Business (MWBE)  
☐ Woman Owned business (WBE)      ☒ Neither

**Definitions**

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**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**DIVISION OF PURCHASING COPY**

Certification

# **CERTIFICATE OF EMPLOYEE INFORMATION REPORT<sup>7161</sup>**

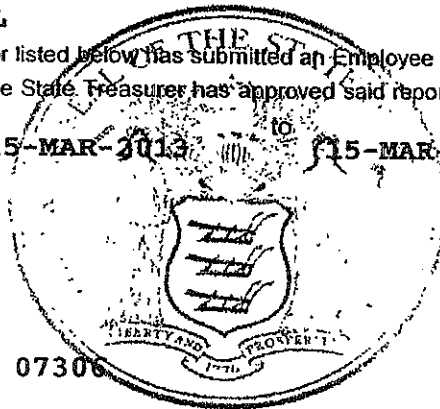
## **RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

15-MAR-2013 to 15-MAR-2020

**DUNCAN HARDWARE INC.  
776 WEST SIDE AVENUE  
JERSEY CITY**

**NJ 07306**



A handwritten signature in black ink, appearing to read "Andrew P. Sidamon-Eristoff".

Andrew P. Sidamon-Eristoff  
State Treasurer



STATE OF NEW JERSEY  
Division of Contract Compliance & Equal Employment Opportunity  
**EMPLOYEE INFORMATION REPORT**

IMPORTANT- READ INSTRUCTIONS ON BACK OF FORM CAREFULLY BEFORE COMPLETING FORM. TYPE OR PRINT IN SHARP BALLPOINT PEN. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11.

## SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY
4. COMPANY NAME <b>DUNCAN HARDWARE, INC.</b>		
5. STREET <b>776 West Side Avenue</b> <b>Jersey City, NJ 07306</b>	COUNTY <b>Hudson</b>	STATE <b>NJ</b> ZIP CODE <b>07306</b>
6. NAME OF PUBLIC AGENCY AWARDING CONTRACT (Indicate)	CITY	STATE ZIP CODE
7. CHECK ONE: IS THE COMPANY: <input checked="" type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT <b>10</b>		
10. PUBLIC AGENCY AWARDING CONTRACT	CITY	STATE ZIP CODE

Official Use Only	DATE RECEIVED	INAG. DATE	ASSIGNED CERTIFICATION NUMBER

## SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. DO NOT SUBMIT AN EEO-1 REPORT.

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN									
	COL. 1 TOTAL (Cols. 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	***** MALE *****					***** FEMALE *****				
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.
Officials/Managers	1	1		1									
Professionals													
Technicians													
Sales Workers	5	4	1		3					1			
Office & Clerical	1	1											
Craftworkers (Skilled)													
Operatives (Semi-skilled)													
Laborers (Unskilled)													
Service Workers													
TOTAL													
Total employment From previous Report (if any)													
Temporary & Part- Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.												
	3	1	2					1		1			1

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input type="checkbox"/> 1. Visual Survey <input checked="" type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input type="checkbox"/> 2. NO <input checked="" type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED <b>3/15/2006</b> MO. DAY YEAR
13. DATES OF PAYROLL PERIOD USED From: <b>4/2012</b> To: <b>4/2013</b>		

## SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type) <b>RONALD S. EBERLE</b>	SIGNATURE <i>Ronald S Eberle</i>	TITLE <b>Pres</b>	DATE <b>4/19/13</b> MO. DAY YEAR
17. ADDRESS NO. & STREET CITY COUNTY STATE ZIP CODE PHONE (AREA CODE, NO., EXTENSION) <b>776 West Side Ave Jersey City (Hudson) NJ 07306 201-435-1700</b>			

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY  
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED  
ON SEPTEMBER 3, 2008**

**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that DUNCAN HARDWARE (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding \_\_\_\_\_ (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract \_\_\_\_\_ (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

**PART II - Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: DUNCAN HARDWARE INC

Signed Ronald S. Eberle Title: PRESIDENT

Print Name: RONALD S. EBERLE Date: 1/4/16

Subscribed and sworn before me  
this 6 day of Jan, 2016  
My Commission expires:

Ronald S. Eberle (Affiant)  
PRESIDENT  
(Print name & title of affiant) (Corporate Seal)

\*\*Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.

# BUSINESS ENTITY DISCLOSURE CERTIFICATION

FOR NON-FAIR AND OPEN CONTRACTS  
Required Pursuant To N.J.S.A. 19:44A-20.8  
**CITY OF JERSEY CITY**

## Part I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Election Fund for Steven Fulop (2013)	Councilperson Frank Gajewski
Team Fulop	Councilperson Khemraj "Chico" Ramchal
Team Fulop Runoff	Councilperson Richard Boggiano
Lavarro for Council	Councilperson Michael Yun
Councilperson Joyce E. Watterman	Councilperson Candice Osborne
Councilperson Daniel Rivera	Councilperson Diane Coleman

## Part II - Ownership Disclosure Certification

☐ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship ☒ Subchapter S Corporation  
☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address
RONALD S. EBERLE	2 WEXFORD COURT WARREN, N.J. 07059

## Part 3 - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: DEYAN HAROWARE INC

Signed: [Signature] Title: PRESIDENT

Print Name: RONALD S. EBERLE Date: 11/4/16

Subscribed and sworn before me this 6 day of Jan, 2016

My Commission expires:

CHERYL M. BERGOTT  
Notary Public  
State of New Jersey

10/18/16

My Commission Expires Oct. 18, 2016  
I.D.# 8851244

[Signature]  
(Affiant)  
RONALD S. EBERLE PRESIDENT  
(Print name & title of affiant) (Corporate Seal)

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

**This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.**

## Part I - Vendor Information

**DUNCAN HARDWARE, INC.**

776 West Side Avenue

Jersey City, NJ 07306

(201) 435-1700 Fax 435-6888

State:

Zip:

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Ronald Ehl

Signature

RONALD S. EBERLE

Printed Name

PRESIDENT

Title

## Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

[illegible]☐ Check here if the information is continued on subsequent page(s)

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.049

Agenda No. 10.R

Approved: JAN 27 2016

TITLE:



## **RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO NATIONAL AUTO FLEET GROUP FOR THE PURCHASE & DELIVERY OF FORD TRANSIT CARGO VANS FOR THE DEPARTMENT OF PUBLIC WORKS, AUTOMOTIVE DIVISION THROUGH THE NATIONAL JOINT POWERS ALLIANCE COOPERATIVE PURCHASING SYSTEM**

**COUNCIL AS A WHOLE**, offered and moved adoption of the following Resolution:

**WHEREAS**, N.J.S.A. 52:34-6.2 authorizes a municipality to enter into cooperative purchasing agreements with one or more other states or political subdivisions for the purchase of goods and services; and

**WHEREAS**, certain economies can be achieved when public entities purchase goods and services together under a cooperative pricing agreement; and

**WHEREAS**, the National Joint Powers Alliance is a lead agency under a Cooperative Pricing Agreement approved by the Division of Local Government Services; and

**WHEREAS**, the Automotive Division is in need of Transit Cargo Vans; and

**WHEREAS**, Resolution 14-538 approved on August 20, 2014 authorized the City of Jersey City (City) to enter into a Cooperative Agreement with the National Joint Powers Alliance Cooperative Purchasing System; and

**WHEREAS**, the Department of Public Works/Automotive Division wishes to purchase Ford Transit Vans from National Auto Fleet Group, 490 Auto Center Drive, Watsonville, California 95076 who is in possession of contract 102811; and

**WHEREAS**, the total amount of the contract is \$123,004.00; and

**WHEREAS**, the City Purchasing Agent has certified that he considers said proposal to be fair and reasonable; and

**WHEREAS**, the sum of One Hundred Twenty Three Thousand, Four Dollars (\$123,004.00) is available in the Capital Fund Account 04-215-55-959-990; and

**Capital Acct. #: 04-215-55-959-990      PO #: 119519      Amount: \$123,004.00**

**WHEREAS**, these funds are available for this expenditure in accordance with the requirements of the Local Budget Law, N.J.S.A. 40A:4-1 et seq.;

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the said proposal of the aforementioned National Auto Fleet Group be accepted and that a contract be awarded to said company in the above amount and the City Purchasing Agent is directed to have such a contract drawn up and executed; and be it further

**RESOLVED**, that upon certification by an official or employee of the City authorized to attest that the contractor has complied with the contract in all respects, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.; and be it further

(Continued on page 2)

City Clerk File No. Res. 16.049Agenda No. 10.R JAN 27 2016

TITLE:

**RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO NATIONAL AUTO FLEET GROUP FOR THE PURCHASE & DELIVERY OF FORD TRANSIT CARGO VANS FOR THE DEPARTMENT OF PUBLIC WORKS, AUTOMOTIVE DIVISION THROUGH THE NATIONAL JOINT POWERS ALLIANCE COOPERATIVE PURCHASING SYSTEM**

**RESOLVED**, this contract award shall be subject to the condition that the contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

Capital Acct. #: 04-215-55-959-990

PO #: 119519

Amount: \$123,004.00

APPROVED: \_\_\_\_\_

Peter Folgado, Director of Purchasing,  
QPA, RPPO

January 7, 2016

Date

PF/pv  
1/7/16

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☒Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.27.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr.  
Rolando R. Lavarro, Jr., President of Council

Robert Byrne  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO NATIONAL AUTO FLEET GROUP FOR THE PURCHASE & DELIVERY OF FORD TRANSIT CARGO VANS FOR THE DEPARTMENT OF PUBLIC WORKS, AUTOMOTIVE DIVISION THROUGH THE NATIONAL JOINT POWERS ALLIANCE COOPERATIVE PURCHASING SYSTEM.**

**Project Manager**

Department/Division	DPW	Automotive Maintenance
Name/Title	Hector Ortiz	Asst. DPW Director
Phone/email	201-547-4422	Ortizh@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Contract Purpose**

- ❖ There exists a need for four (4) 2016 Ford Transit Cargo Vans
- ❖ Each cargo van costs \$30,751.00
- ❖ Two is for Animal Control, one for Automotive Maintenance and one for Buildings and Street
- ❖ These vehicles will replaced four (4) 2004 ford cargo vans
- ❖ Total cost is \$123,004.00

**Cost (Identify all sources and amounts)**

04-215-55-959-990 (Capital Account)

**Contract term (include all proposed renewals)**

This is a onetime purchase

**Type of award**

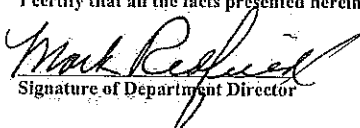
NATIONAL JOINT POWERS ALLIANCE COOPERATIVE PURCHASING

If "Other Exception", enter type

**Additional Information**

- \* NJPA Contract Vendor
- \* Contract # 102811

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

1/8/16  
Date

  
Signature of Purchasing Director

1/14/16  
Date



# National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) BUY-NJPA • (626) 457-5590

(855) 289-6572 • (831) 480-8497 Fax

9/8/2015

QuoteID: 5028

HECTOR ORTIZ  
city off jersey city  
police/ public works

13 - 15 linden ave east

jersey city, New Jersey, 07305



Dear HECTOR ORTIZ,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

Four (4) New/Unused (2016 Ford Transit Cargo Van (R2U) T-250 148" Hi Rf 9000 GVWR Dual Dr. ) and delivered to your specified location, each for

One Unit		Extended Unit's (4)
Base Price	\$30,751.00	\$123,004.00
Tax (0.00 %)	\$0.00	\$0.00
Tire fee	\$0.00	\$0.00
Total	\$30,751.00	\$123,004.00

- per the attached specifications. Price includes 1 service manual(s).

This vehicle(s) is available under the National Joint Powers Alliance Contract 102811. Please reference this Bid number on all purchase orders. Payment terms are Net 30 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper  
National Fleet Manager  
Email: Fleet@NationalAutoFleetGroup.com  
Office: (855) 289-6572  
Fax: (831) 480-8497

GMC





## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** 72 HR LLC  
**Trade Name:** NATIONAL AUTO FLEET GROUP  
**Address:** 490 AUTO CENTER DR  
WATSONVILLE, CA 95076  
**Certificate Number:** 1738490  
**Effective Date:** August 23, 2012  
**Date of Issuance:** January 06, 2016

**For Office Use Only:**

20160106155155432

# **CERTIFICATE OF EMPLOYEE INFORMATION REPORT INITIAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-DEC-2014** to **15-DEC-2021**

**72 HOUR LLC  
490 AUTO CENTER DR  
WATSONVILLE**

**CA 95076**



**Andrew P. Sidamon-Eristoff  
State Treasurer**

<b>P.O. NO.</b>		<b>NATIONAL AUTO FLEET GROUP</b>				<b>DITSCHMAN/FLEMINGTON</b>			
<b>REQ. NO.</b>	171471	<b>NJPA CONTRACT 102811</b>				<b>STATE CONTRACT 88211</b>			
<b>DEPT/DIV</b>	AUTOMOTIVE	<b>T250 MODEL</b>				<b>T350 MODEL</b>			
<b>ITEM #</b>	<b>DESCRIPTION</b>	<b>QTY</b>	<b>UNIT</b>	<b>UNIT COST</b>	<b>EXT AMT</b>	<b>UNIT COST</b>	<b>EXT AMT</b>	<b>UNIT COST</b>	<b>EXT AMT</b>
1	2016 FORD TRANSIT CARGO	4	EA	\$ 30,751.00	\$ 123,004.00	\$ 32,215.00	\$ 128,860.00	\$ -	\$ -
2	VANS								
3									
4									
5									
6									
7									
8									
9									
10									
		<b>SUB-TOTAL</b>			<b>\$ 123,004.00</b>		<b>\$ 128,860.00</b>		<b>\$ -</b>
	<b>DELIVERY/SHIPPING/HANDLING</b>				<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>
		<b>TOTAL</b>			<b>\$ 123,004.00</b>		<b>\$ 128,860.00</b>		<b>\$ -</b>

**NOTES: T250 MODEL PREFERRED. LOWER PRICED AND DESIRED MODEL**

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Home > National Cooperative Contract Solutions > Contracts - Fleet > Public Safety, Vehicles, Fire Trucks & Equipment > National Auto Fleet Group



Overview

Contract Documentation

Pricing

Marketing Materials

NJPA Contact Information

#### HOW TO PURCHASE

Our step-by-step guide



#### Vendor Contact Info

Jesse Cooper

Direct Phone: 855-289-6572

[fleet@nationalautofleetgroup.com](mailto:fleet@nationalautofleetgroup.com)

[www.nationalautofleetgroup.com](http://www.nationalautofleetgroup.com)

## National Auto Fleet Group

**Contract#:** 102811-NAF

**Category:** Public Safety, Vehicles, Fire Trucks & Equipment

**Description:** Ambulance and Police Vehicles

**Maturity Date:** 01/17/2017

As an industry leading dealer network with 50 years of experience selling and servicing public entities, the National Auto Fleet Group (NAFG) offers NJPA members contracted vehicle solutions from over 1400 different models of passenger cars and light, medium and heavy duty trucks. The NAFG contract offers a variety of manufacturers including Chevrolet, Ford, Nissan, Honda, Toyota, International, Freightliner, Peterbilt, Volvo, Kenworth and Mack all delivered directly to NJPA member locations. Purchasers have access to a unique online ordering and quoting system that allows users to create custom vehicles 24 hours a day with pricing that competes with state contracts across the country.

[Click here for more information & to build your vehicles](#)



## 5<sup>th</sup> YEAR RENEWAL OF AGREEMENT

Made by and Between

**National Auto Fleet Group (Vendor)**

**490 Auto Center Drive**

**Watsonville, CA 95076**

and

**National Joint Powers Alliance® (NJPA)**

**202 12<sup>th</sup> Street NE**

**Staples, MN 56479**

**Phone: (218) 894-1930**

Whereas:

"Vendor" and "NJPA" have entered into an "Acceptance and Award #102811-NAF" for the procurement of Passenger Cars, Light Duty, Medium Duty, and Heavy Duty Trucks with Related Accessories, and having a maturity date of January 17, 2016, and which are subject to annual renewals and a 5<sup>th</sup> year extension at the option of both parties.

Now therefore:

Members of NJPA would benefit from exercising the fifth year option. "Vendor" and "NJPA" hereby desire and agree to exercise the 5<sup>th</sup> year renewal option for the above defined contract for the period of January 17, 2016 to January 17, 2017.

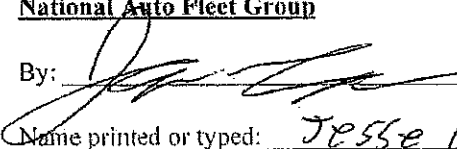
National Joint Powers Alliance® (NJPA)

By:  Its: Executive Director/CEO

Name printed or typed: Chad Coquette

Date 7-26-15

National Auto Fleet Group

By:  Its: Manager

Name printed or typed: Jesse Roop

Date 7-26-15

Sell, service, and deliver letter

Page 2 of 7

### Other Requests

Description/ Other Info

i would like 3 white vehilces and one black

**In order to Finalize your Quote, please submit this purchase packet to your governing body for Purchase Order Approval. Once you issue a Purchase Order please send by:**

**Fax: (831) 480-8497**

**Mail: National Auto Fleet Group  
490 Auto Center Drive  
Watsonville, CA 95076**

**Email: Fleet@nationalautofleetgroup.com**

**We will then send a W-9 if you need one**

**Please contact our main office with any questions:  
1-855-289-6572**

**Vehicle Configuration Options****ENGINE**

Code	Description
99M	ENGINE: 3.7L TI-VCT V6, -inc: SEIC capability (STD)

**TRANSMISSION**

Code	Description
448	TRANSMISSION: 6-SPEED AUTOMATIC W/OD & SELECTSHIFT, (STD)

**PRIMARY PAINT**

Code	Description
YZ	OXFORD WHITE

**PAINT SCHEME**

Code	Description
	STANDARD PAINT

**SEAT TYPE**

Code	Description
VK	PEWTER, VINYL FRONT BUCKET SEATS, -inc: adjustable headrests

**AXLE RATIO**

Code	Description
X41	4.10 AXLE RATIO, (STD)

**SEATING ARRANGEMENT**

Code	Description
21G	DUAL BUCKET SEATS, -inc: 2-way manual (fore/aft/recline) driver and front passenger seats and driver-side armrest, Safety Canopy Side Curtain Airbags, Driver & Front Passenger-Side Front Airbags (STD)

**OPTION PACKAGE**

Code	Description
101A	ORDER CODE 101A, -inc: Safety Canopy Side Curtain Airbags, Driver & Front Passenger-Side Front Airbags

**SHIP THRU CODES**

Code	Description
------	-------------

**ADDITIONAL EQUIPMENT**

Code	Description
153	FRONT LICENSE PLATE BRACKET
86F	2 ADDITIONAL KEYS (4 TOTAL), -inc: With key fobs



## 2016 Fleet/Non-Retail Ford Transit Cargo Van T-250 148" Hi Rf 9000 GVWR Dual Dr

### WINDOW STICKER

2016 Ford Transit Cargo Van T-250 148" Hi Rf 9000 GVWR Dual Dr  
3.7 L/228 Regular Unleaded V-6  
6 Speed Automatic w/OD

Interior:  
Exterior 1: OXFORD WHITE  
Exterior 2: No color has been selected.

CODE	MODEL	MSRP
R2U	2016 Ford Transit Cargo Van T-250 148" Hi Rf 9000 GVWR Dual Dr	\$36,740.00
<b>OPTIONS</b>		
99M	ENGINE: 3.7L TI-VCT V6, -inc: SEIC capability (STD)	INC
446	TRANSMISSION: 6-SPEED AUTOMATIC W/OD & SELECTSHIFT. (STD)	\$0.00
YZ	OXFORD WHITE	\$0.00
—	STANDARD PAINT	\$0.00
VK	PEWTER, VINYL FRONT BUCKET SEATS, -inc: adjustable headrests	\$0.00
X41	4.10 AXLE RATIO, (STD)	\$0.00
21G	DUAL BUCKET SEATS, -inc: 2-way manual (fore/aft/recline) driver and front passenger seats and driver-side armrest, Safety Canopy Side Curtain Airbags, Driver & Front Passenger-Side Front Airbags (STD)	\$0.00
101A	ORDER CODE 101A, -inc: Safety Canopy Side Curtain Airbags, Driver & Front Passenger-Side Front Airbags	\$0.00
153	FRONT LICENSE PLATE BRACKET	\$0.00
88F	2 ADDITIONAL KEYS (4 TOTAL), -inc: With key fobs	\$75.00
<b>SUBTOTAL</b>		<b>\$36,815.00</b>
Advert/ Adjustments		\$0.00
Manufacturer Destination Charge		\$1,195.00
<b>TOTAL PRICE</b>		<b>\$38,010.00</b>
Est City: N/A MPG		
Est Highway: N/A MPG		
Est Highway Cruising Range: N/A mi		

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

**Standard Equipment**

**MECHANICAL**

Engine: 3.7L Ti-VCT V6 -inc: SEIC capability
Transmission: 6-Speed Automatic w/OD & SelectShift
4.10 Axle Ratio
GVWR: 9,000 lbs
50-State Emissions System
Transmission w/Oil Cooler
Rear-Wheel Drive
Engine Oil Cooler
70-Amp/Hr Maintenance-Free Battery w/Run Down Protection
150 Amp Alternator
3720# Maximum Payload
HD Shock Absorbers
Front Anti-Roll Bar
Hydraulic Power-Assist Steering
25 Gal. Fuel Tank
Single Stainless Steel Exhaust
Strut Front Suspension w/Coil Springs
Leaf Rear Suspension w/Leaf Springs
4-Wheel Disc Brakes w/4-Wheel ABS, Front Vented Discs, Brake Assist and Hill Hold Control

**EXTERIOR**

Wheels: 16" Steel w/Black Hubcaps
Tires: 235/65R16 AS BSW
Steel Spare Wheel
Full-Size Spare Tire Stored Underbody w/Crankdown
Clearcoat Paint
Black Front Bumper
Black Rear Step Bumper
Black Bodyside Cladding and Black Wheel Well Trim
Black Side Windows Trim and Black Front Windshield Trim
Black Door Handles
Black Power Side Mirrors w/Convex Spotter and Manual Folding
Light Tinted Glass
Variable Intermittent Wipers
Fully Galvanized Steel Panels
Black Grille
Split Swing-Out Rear Cargo Access
Sliding Rear Doors
Tailgate/Rear Door Lock Included w/Power Door Locks
Aero-Composite Halogen Headlamps

**ENTERTAINMENT**

Radio: AM/FM Stereo -inc: 2 speakers and audio input jack
Radio w/Clock
Fixed Antenna

## 1 LCD Monitor In The Front

## INTERIOR

Dual Bucket Seats -inc: 2-way manual (fore/aft/recline) driver and front passenger seats and driver-side armrest, Safety Canopy Side Curtain Airbags, Driver & Front Passenger-Side Front Airbags
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer and Trip Odometer
Front Cupholder
Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button
Manual Air Conditioning
Glove Box
Driver Foot Rest
Interior Trim -inc: Metal-Look Instrument Panel Insert
Front Cloth Headliner
Urethane Gear Shift Knob
Vinyl Front Bucket Seats -inc: adjustable headrests
Driver And Passenger Visor Vanity Mirrors
2 12V DC Power Outlets
Full Overhead Console w/Storage and 2 12V DC Power Outlets
Front Map Lights
Fade-To-Off Interior Lighting
Vinyl/Rubber Floor Covering
Cargo Space Lights
Instrument Panel Bin, Driver And Passenger Door Bins
Power 1st Row Windows w/Driver 1-Touch Down
Power Door Locks w/Autolock Feature
Analog Display

## SAFETY

Advancetrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)
ABS And Driveline Traction Control
Side Impact Beams
Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags w/Passenger Off Switch
Airbag Occupancy Sensor
Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters and Pretensioners
Rear Camera

**DFFLM, LLC., T/A DITSCHMAN/FLEMINGTON FORD**

215 US HIGHWAY 202, FLEMINGTON, NJ 08822

PHONE: (908) 782-3673 / FAX: (908) 782-7305

Paul Yachimiak - pyachimiak@flemington.com

**CUSTOMER****JERSEY CITY OEM/HOMELAND SECURITY****2016 FORD TRANSIT 350 HIGH ROOF EXTENDED CARGO VAN****NJ STATE CONTRACT #A88211****SECTION #7****STANDARD EQUIPMENT****Powertrain**

270hp 3.7L DOHC 24 valve V-6 engine

Recommended fuel : regular unleaded

Emissions Type: ULEV II

6 speed automatic transmission

Rear-wheel drive

Fuel Tank Capacity: 25.0gal.

**Suspension/Handling**

Front independent strut suspension

Rear rigid axle leaf suspension with HD shocks

Hydraulic power-assist rack-pinion steering

Front and rear 16" x 7" argent steel wheels

LT235/65SR16.0 BSW AS front and rear tires

**Body Exterior**

3 doors

Sliding right rear passenger door

Driver and passenger power remote door mirrors

Black door mirrors

Black bumpers

Clearcoat paint

**Convenience**

Manual air conditioning

Power front windows

Driver 1-touch down

Remote power door locks

Manual tilt steering wheel

Manual telescopic steering wheel

1 1st row LCD monitor

Front cupholders

Dual visor vanity mirrors

Full overhead console

Driver and passenger door bins

**Seats and Trim**

Seating capacity of 2

Front bucket seats

4-way driver seat adjustment

4-way passenger seat adjustment

Driver armrest

Metal-look instrument panel insert

**Entertainment Features**

AM/FM stereo radio

2 speakers

Fixed antenna

Lighting, Visibility and Instrumentation

Halogen aero-composite headlights

Variable intermittent front windshield wipers

Light tinted windows

Front reading lights

Tachometer

Low tire pressure warning

Trip odometer

**Safety and Security**

4-wheel ABS brakes

Brake assist

4-wheel disc brakes

AdvanceTrac w/Roll Stability Control

ABS and driveline traction control

Dual front impact airbags

Dual seat mounted side impact airbags

Curtain 1st row overhead airbag

Airbag supplemental restraint system

Power remote door locks

Manually adjustable front head restraints

**NJ State Contract Price****\$ 27,034.00**

### AVAILABLE FACTORY OPTIONS SUBJECT TO A 10% DISCOUNT

3.5L EcoBoost V6 engine	\$	1,865.00
Cloth seats with side curtain airbags and inboard arm rests	\$	495.00
Heavy duty 220 amp alternator	\$	260.00
Exterior Upgrade, full wheel covers, chrome headlamp trim, chrome grille and surround	\$	360.00
Heated power exterior mirrors with turn signals, long arm	\$	220.00
Rear view camera, trailer hitch assist	\$	470.00
Heavy duty trailer towing package, frame mounted hitch receiver, 4 pin & 7 pin connector	\$	465.00
LED load compartment lighting package, cargo area	\$	70.00

Exterior color to be Oxford White

Interior is pewter cloth colors

NJ Discount (10%)	\$	(234.00)
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<b>Factory Options Total</b>	\$	<b>3,971.00</b>
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#### Additional Options

Partition only	\$	1,025.00
Combination ball/pintle, requires HD trailer tow package	\$	185.00

<b>Additional Options Total</b>	\$	<b>1,210.00</b>
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<b>Total Price with Options</b>	\$	<b>32,215.00</b>
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Quote is good for 60 Days

Please sign here to accept

Date 12/15/2015



FLA 2014

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.050

Agenda No. 10.5

Approved: JAN 27 2016

TITLE:



**RESOLUTION RATIFYING AN EMERGENCY CONTRACT AWARD TO LOUIS GARGIULO COMPANY TO PROVIDE PARAPET RESTORATION WORK AT 394 CENTRAL AVENUE, JERSEY CITY, NEW JERSEY, PROJECT NO. 2014-028, FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC AND TRANSPORTATION**

**COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:**

**WHEREAS**, the Municipal Council of the City of Jersey City at its June 24, 2015, meeting authorized the award of a Contract between the City of Jersey City and Fine Wall Corporation for the 394 Central Avenue - Office Renovations project; and

**WHEREAS**, in September 2015 during the removal of the roof terra cotta coping by Fine Wall the parapet walls were observed to be "crumbling" and were deemed to be in disrepair by the Architect of Record, DMR Architects; and

**WHEREAS**, the contractor, Fine Wall Corporation was unable to provide fair market pricing for repair of the parapet walls; and

**WHEREAS**, General Conditions GC-7 OTHER CONTRACTOR'S of the project specifications allows the City to hire "others to do work during the progress of the project within the limits thereof or adjacent thereto"; and

**WHEREAS**, the Purchasing Agent was satisfied that an emergency existed; and

**WHEREAS**, the New Jersey Treasurer has determined that contracts awarded under emergency conditions pursuant to N.J.S.A. 40A:11-6 and N.J.A.C. 5:34-6.1 et seq. may be awarded without complying with the Pay to Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

**WHEREAS**, because of the aforementioned emergency, time did not permit the formal advertisement for and reception of bids for the necessary repairs; and

**WHEREAS**, the aforementioned emergency situation endangered the welfare and safety of the building occupants and the public in the immediate vicinity of the building; and

**WHEREAS**, the Division of Architecture, Engineering, Traffic and Transportation received a proposal for the above-mentioned work; and

**WHEREAS**, Louis Gargiulo Company, 44 State Street, Jersey City, New Jersey 07305, possessed the necessary qualifications to undertake this work and submitted the attached proposal dated November 16, 2015; and

**WHEREAS**, these funds are available for this expenditure from General Building Capital Account:

**Department of Administration, Division of Architecture, Engineering, Traffic and Trans.**

Account No. 04-215-55-899-990

P.O. # 119029

\$64,000.00

City Clerk File No. Res. 16-050Agenda No. 10.5 JAN 27 2016

TITLE:

**RESOLUTION RATIFYING AN EMERGENCY CONTRACT AWARD TO LOUIS GARGIULO COMPANY TO PROVIDE PARAPET RESTORATION WORK AT 394 CENTRAL AVENUE, JERSEY CITY, NEW JERSEY, PROJECT NO. 2014-028, FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC AND TRANSPORTATION**

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that:

1. Because of the above stated reasons which are incorporated herein, an emergency contract award to Louis Gargiulo Company, 44 State Street, Jersey City, New Jersey 07305 made pursuant to N.J.S.A. 40A:11-6 and N.J.A.C. 5:34-6.1 et seq. to perform the repair to the parapet is hereby ratified;
2. The total cost of the emergency contract is \$64,000.00;
3. The Director of the Department of Administration will reduce to writing his notification to the Purchasing Agent of the emergency and file it with the Purchasing Agent;
4. The Purchasing Agent will file an emergency procurement report for this contract award with the Director of the Division of Local Government Services; and
5. The Purchasing Agent and Business Administrator are authorized to take such other actions as may be necessary to effectuate the purpose of this resolution.

I, Donna Mauer (Donna Mauer), as Chief Financial Officer, hereby certify that these funds are available for this expenditure in accordance with the Local Budget Law, N.J.S.A. 40A:4-1 et seq.

RR/ab  
January 5, 2016

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☒Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.27.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

**RESOLUTION RATIFYING AN EMERGENCY CONTRACT AWARD TO LOUIS GARGIULO COMPANY TO PROVIDE PARAPET RESTORATION WORK AT 394 CENTRAL AVENUE, JERSEY CITY, NEW JERSEY, PROJECT NO. 2014-028, FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC AND TRANSPORTATION**

**Project Manager**

Department/Division	Administration	Architecture, Engineering, Traffic and Trans.
Name/Title	Brian F. Weller, L.L.A., A.S.L.A.	Director
Phone/email	(201) 547-5900	Wellerb@cnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Contract Purpose**

In September 2015, during the removal of the roof terra cotta coping by Fine Wall (GC) the parapet walls were observed to be "crumbling" and were deemed to be in disrepair by the Architect of Record, DMR Architects. The contractor, Fine Wall Corporation was unable to provide fair market pricing for repair of the parapet walls.

The Division of AET&T solicited a proposal from the Louis Gargiulo Company to perform this emergency work.

**Cost (Identify all sources and amounts)**

\$64,000.00 – General Building Capital Acct.  
04-215-55-899-990

**Contract term (include all proposed renewals)**

The term of this will be two (2) months

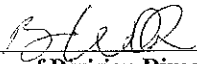
Type of award Non -Fair and Open

If "Other Exception", enter type Emergency

**Additional Information**

General Conditions GC-7 OTHER CONTRACTOR'S of the project specifications allows the City to hire "others to do work during the progress of the project within the limits thereof or adjacent thereto"

I certify that all the facts presented herein are accurate.

  
Signature of Division Director

1/8/16  
Date





CITY OF JERSEY CITY  
DEPARTMENT OF ADMINISTRATION  
DIVISION OF ARCHITECTURE, ENGINEERING  
TRAFFIC AND TRANSPORTATION

PUBLIC WORKS COMPLEX | 13-15 LINDEN AVE. EAST | JERSEY CITY, NJ 07305  
P: 201 547 5900 | F: 201 547 5806



STEVEN M. FULOP  
MAYOR OF JERSEY CITY

ROBERT KAKOLESKI  
BUSINESS ADMINISTRATOR

MEMORANDUM

DATE : January 8, 2016

TO : Rolando R. Lavarro, Jr., Council President and Members of the Municipal Council

FROM : Brian F. Weller, L.L.A., Director, Division of Architecture, Engineering and Traffic and Transportation

SUBJECT : 394 Central Avenue - Office Renovations (Emergency Roof Rep  
Project No. 2014-028  
Re: Louis Gargiulo Company

Attached for your consideration is the Resolution ratifying an emergency contract award to Louis Gargiulo Company for emergency parapet repairs at 394 Central Avenue. The work consisted of the following:

- Removal of existing terra cotta copings
- Demolition of existing parapet walls, except the front Central Avenue parapet, down to the existing roof line.
- Furnish and install wood blocking for coping.
- Furnish and install wood blocking for railing installation; and
- Furnish and install guard rail

Please note that the 394 Central Avenue - Office Renovations project is being performed under a General Contractor (Fine Wall Corp.), the City could not get a fair market price for the repair of the parapet walls.

GC-7 OTHER CONTRACTOR'S of the project specifications allows the City to hire "others to do work during the progress of the project within the limits thereof or adjacent thereto."

If you need any additional information, please do not hesitate to call.

ab

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.469

Agenda No. 10.2.11

Approved: JUN 24 2015

TITLE:



## **RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO FINE WALL CORPORATION FOR 394 CENTRAL AVENUE - OFFICE RENOVATIONS, PROJECT NO. 2014-028 FOR THE DEPARTMENT OF ADMINISTRATION/DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC & TRANSPORTATION**

### **COUNCIL**

### **OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:**

WHEREAS, the City's Purchasing Director acting within his authority and in conformity with N.J.S.A. 40A:11-1 et seq. has publicly advertised bids for 394 Central Avenue - Office Renovations, Project No. 2014-028 for the Department of Administration/Division of Architecture, Engineering, Traffic & Transportation pursuant to specifications and bids thereof; and

WHEREAS, pursuant to public advertisement the City of Jersey City has received (5) Bids, the lowest responsible bid being that from Fine Wall Corporation, 1404 Oak Tree Road, Suite 204, Iselin, NJ 08830, in the total bid amount of One Million Eight Hundred Fifteen Thousand (\$1,815,000.00) Dollars; and

WHEREAS, the City's Purchasing Director has certified that he considers said bid to be fair and reasonable; and

WHEREAS, the sum of One Million Eight Hundred Fifteen Thousand (\$1,815,000.00) Dollars are available in Capital Acct #04-215-55-899-990; and

Dept. of Administration/Div. of Architecture, Engineering, Traffic & Transportation.

Acct. No.	P.O. #		Amount
04-215-55-899-990	117552	Total Contract	\$1,815,000.00
04-215-55-899-990	117553	Contingency	\$181,500.00
		Total Encumbrance	\$1,996,500.00

WHEREAS, these funds are available for this expenditure in accordance with requirements of the Local Budget Law, N.J.S.A. 40A:4-1 et seq.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the said bid of the aforementioned Fine Wall Corporation, be accepted and that a contract be awarded to said company in the above amount, and the Director of Purchasing is directed to have such a contract drawn up and executed; and be it further

RESOLVED, that upon certification by an official or employee of the City authorized to receive the material pursuant to the contract, that the same has been received and that the requirements of the contract met, then; payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.; and be it further

RESOLVED, this contract award shall be subject to the condition that the contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.; and be it further

(Continued on page 2)

**COPY**

City Clerk File No. Res. 15.469

JUN 24 2015

Agenda No. 10.2.11

TITLE: **RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO FINE WALL CORPORATION FOR 394 CENTRAL AVENUE - OFFICE RENOVATIONS, PROJECT NO. 2014-028 FOR THE DEPARTMENT OF ADMINISTRATION/DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC & TRANSPORTATION**

RESOLVED, that the Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution in account shown below:

Dept. of Administration/Div. of Architecture, Engineering, Traffic & Transportation.

Acct. No.	P.O. #	Amount
04-215-55-899-990	117552	Total Contract \$1,815,000.00
04-215-55-899-990	117553	Contingency \$181,500.00
		Total Encumbrance \$1,996,500.00

Approved by

Peter Folgado PPS  
Peter Folgado, Director of Purchasing, QPA

PF/pc  
6/16/15

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

Business Administrator

Corporation Counsel

Certification Required ☐Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 6.24.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr.  
Rolando R. Lavarro, Jr., President of Council

Robert Byrne  
Robert Byrne, City Clerk

**FINE WALL CORPORATION**

1404 Oak Tree Road,  
Suite #204  
Iselin, NJ 08830

Tel: 732-283-8210

Fax: 732-283-1221

Page 2 of 2

Date: 11/05/2015

To: DMR Architects, 777 Terrace Avenue, Hasbrouck Heights, NJ 07604

Attn: Henry Ossi, Project Architect

Project: 394 Central Avenue Office Renovations, 2014 - 028 Jersey City, NJ

Ref: RFI # 21, Change Order Request # 11 - for Revised Parapet per Mr. Kapoor's E-mail  
10/28/2015 and attached (3) Sketches dated 10/27/2015.

**FINAL SUMMARY:**

(a) Add	\$ 114,191.34
(b) Add	\$ 8,631.55
(c) Add	\$ 2,334.50
(d) Add	\$ 3,737.50
(e) Credit	(\$ 1,840.00)

Net Add \$ 127,054.89 ✓

**Please Note:** Additional time frame = (24) work day's time frame. Please Approve the time extension and issue the change order. (EXTERIOR WORK - will be subject to weather permitting and availability of adjoining premises to use.

**Please Note:** We exclude any work at:

- (a) The existing parapet wall at Central Avenue side.
- (b) At chimney, We excluded any work as per discussion at the job site, with Mr. Kapoor. we exclude Note # 4 / ASK 151027-A, entirely.

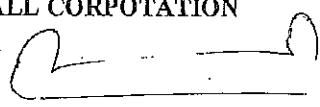
Permission to be obtained from the adjoining properties, in time by the owner, for our use.

Thank You

Encl: ( 7 ) Pages

Cc. (1) Lila Clark, Architect, DMR  
(2) Pradeep Kapoor, Architect, DMR  
(3) Joe Javier, Jersey City  
(4) Chris Charas, Jersey City  
(5) Dominick Pandolfo, Jersey City

Sincerely,  
FINE WALL CORPORATION

  
Umakant N Shah  
Vice President

**FINE WALL CORPORATION**

1404 Oak Tree Road,  
Suite #204  
Iselin, NJ 08830

Tel: 732-283-8210

Fax: 732-283-1221

Page 2 of 2

Date: 11/05/2015

To: DMR Architects, 777 Terrace Avenue, Hasbrouck Heights, NJ 07604

Attn: Henry Ossi, Project Architect

Project: 394 Central Avenue Office Renovations, 2014 - 028 Jersey City, NJ

Ref: RFI # 21, Change Order Request # 11 - for Revised Parapet per Mr. Kapoor's E-mail  
10/28/2015 and attached (3) Sketches dated 10/27/2015.

**FINAL SUMMARY:**

(a) Add	\$ 136,237.50
(b) Add	\$ 8,631.55
(c) Add	\$ 2,334.50
(d) Add	\$ 3,737.50
(e) Credit	(\$ 1,840.00)

Net Add \$ 149,101.05

**Please Note:** Additional time frame = (24) work day's time frame. Please Approve the time extension and issue the change order. (EXTERIOR WORK - will be subject to weather permitting and availability of adjoining premises to use.

**Please Note:** We exclude any work at:

- (a) The existing parapet wall at Central Avenue side.
- (b) At chimney, We excluded any work as per discussion at the job site, with Mr. Kapoor, we exclude Note # 4 / ASK 151027-A, entirely.

Permission to be obtained from the adjoining properties, in time by the owner, for our use.

Thank You

Encl: (6) Pages

Cc. (1) Lila Clark, Architect, DMR  
(2) Pradeep Kapoor, Architect, DMR  
(3) Joe Javier, Jersey City  
(4) Chris Charas, Jersey City  
(5) Dominick Pandolfo, Jersey City

Sincerely,  
**FINE ALL CORPOTATION**

  
Umakant N Shah  
Vice President

**COPY**

November 12, 2015

Brian Weller, LLA, ASLA, Director  
Chief Landscape Architect  
**City of Jersey City**  
**DPW, Division of Architecture**  
575 Route 440, 2nd Floor  
Jersey City, New Jersey 07305

Re: Emergent Masonry Restoration of Parapets Walls – Fourth Floor Roof  
Relocation of City Offices  
At 394 Central Avenue Jersey City, New Jersey 07306  
DMR Project No.: 3592

RECEIVED  
NOV 13 11 24 AM  
DIVISION OF ARCHITECTURE


Dear Mr. Weller:

This letter serves as formal notification that the masonry restoration work of fourth floor roof parapets must begin immediately. The construction team observed the deteriorated condition of the parapet walls during the removal of the roof terra cotta coping by Fine Wall Corporation. The parapet walls were observed to be "crumbling" and were deemed to be in disrepair. DMR Architects immediately prepared two design options to address the unforeseen field condition; **option # 1**, is to remove the parapet wall down to the same elevation as the Central Avenue side of the building, repair, repoint, and replace brick as required to stabilize the parapet wall; **option # 2** is to remove the parapet wall down to the roof line and rebuild as required. Due to Fine Wall Corporation's inability to provide fair market pricing of the two options above, it became necessary for the City to go to outside contractors to obtain fair market pricing to expedite the work. Accordingly, Louis Gargiulo Company submitted a quote of **\$64,000.00 for option # 1** and **\$58,000.00 for option # 2**. By Contract, the owner has the right to carry out work that they deem to be critical and considering Winter months are upon us, it is in the City's best interest to expedite the work as quickly as possible.

It is our recommendation that this restoration work immediately proceed to protect the newly constructed work on the fourth floor of the building. In summary, we recommend that this work be awarded to Louis Gargiulo Company on an emergent basis and that the parapet restoration work begin immediately in accordance with option # 1.

If there are any questions, please feel free to contact our office.

Sincerely,

  
Henry B. Ossi, ICS, LEED AP  
Director of Construction Administration

Cc: Pradeep Kapoor, Project Manager DMR Architects  
Joseph Javier, Project Manager RSA City of Jersey City



CITY OF JERSEY CITY  
DEPARTMENT OF ADMINISTRATION  
DIVISION OF ARCHITECTURE, ENGINEERING  
TRAFFIC AND TRANSPORTATION

PUBLIC WORKS COMPLEX | 13-15 LINDEN AVE. EAST | JERSEY CITY, NJ 07305  
P: 201 547 5900 | F: 201 547 5806



STEVEN M. FULOP  
MAYOR OF JERSEY CITY

ROBERT KAKOLESKI  
BUSINESS ADMINISTRATOR

MEMORANDUM

DATE : November 13, 2015

TO : Robert Kakoleski, Business Administrator

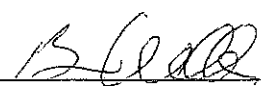
FROM : Brian F. Weller, L.L.A., Director, Division of Architecture, Engineering, Traffic and Transportation

SUBJECT : 394 Central Avenue - Office Renovations  
Project No. 2014-028

1. During the removal of the roof terra cotta coping by Fine Wall the parapet walls were observed to be "crumbling" and building masonry were deemed to be in disrepair by the Architect of Record, DMR Architects.
2. The contractor, Fine Wall Corporation has been unable to provide fair market pricing for either options 1 or 2 issued by the Architect for repair of the parapet walls.
3. General Conditions GC-7 OTHER CONTRACTOR'S of the project specifications allows the City to hire "others to do work during the progress of the project within the limits thereof or adjacent thereto".
4. As a result of the emergency the Director of the Division of Architecture, Engineering, Traffic and Transportation notified the Purchasing Agent that an emergency existed at 394 Central Avenue.
5. It is necessary to have these repairs done immediately to protect and promote the public health, safety and welfare; and
6. A proposal was solicited from Louis Gargiulo Company with work to commence without further delay.

It is for these reasons that I am requesting an emergency be declared in order to formally authorize Louis Gargiulo Company to perform repairs without further delay.

Should you have any questions or require further details regarding this matter, please contact us at your earliest convenience.

  
Brian F. Weller, L.L.A., Director,  
Division of AET&T

11.16.15  
Date

c: Peter Folgado, Purchasing Agent, RPPO, QPA

**COPY**



STEVEN M. FULOP  
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY  
DEPARTMENT OF ADMINISTRATION  
CITY HALL | 280 GROVE STREET | JERSEY CITY, NJ 07302  
P: 201 547 5147 | F: 201 547 4833



ROBERT J. KAKOLESKI  
BUSINESS ADMINISTRATOR


MEMORANDUM

**DATE:** November 18, 2015  
**TO:** Peter Folgado, Purchasing Agent, RPPO, QPA  
**FROM:** Gregory Corrado, Assistant Business Administrator  
**SUBJECT:** 394 Central Avenue – Office Renovations  
Project No. 2014-028  
Re: Emergency Declaration

1. During the removal of the roof terra cotta coping by Fine Wall the parapet walls were observed to be “crumbling” and building masonry were deemed to be in disrepair by the Architect of Record, DMR Architects.
2. The contractor, Fine Wall Corporation has been unable to provide fair market pricing for either options 1 or 2 issued by the Architect for repair of the parapet walls.
3. General Conditions GC-7 OTHER CONTRACTOR’S of the project specifications allows the City to hire “others to do work during the progress of the project within the limits thereof or adjacent thereto”.
4. As a result of the emergency the Director of the Division of Architecture, Engineering, Traffic and Transportation notified the Purchasing Agent that an emergency existed at 394 Central Avenue.
5. It is necessary to have these repairs done immediately to protect and promote the public health, safety and welfare; and
6. A proposal was solicited from Louis Gargiulo Company with work to commence without further delay.

It is for these reasons that I am requesting an emergency be declared in order to formally authorize Louis Gargiulo Company to perform repairs without further delay.

Should you have any questions or require further details regarding this matter, please contact us at your earliest convenience.

  
Gregory Corrado, Assistant Business Administrator

11-18-15  
Date

**COPY**



Estimate No. 15-875

November 16, 2015

City of Jersey City  
13 Linden Avenue East  
Jersey City, NJ 07305  
Attn: Mr. Joseph Javier

Re: 394 Central Avenue - Office Renovation

Gentlemen:

We are pleased to offer a quotation to furnish all labor and material necessary to complete the following scope of work for the above referenced project as per your email of 11/5/15 and sketches ASK151027A, ASK151027B, and ASK151027C all dated 10/27/15.

- Remove all existing terra cotta copings.
- Demo all existing parapet walls, except the front Central Avenue parapet, down to the existing roof line.
- Any loose brick will be removed and replaced at a unit price
- Furnish and install wood blocking for coping
- Furnish and install wood blocking for railing installation.
- Furnish and install guard rail.
- Roofing, copings, and ladder work by others
- Protect existing roofing at adjacent buildings
- Parking and dumpster space to be provided at rear of the building
- No work at chimney

Labor	\$49,000.00
Dumpsters	\$ 1,000.00
Material	<u>\$ 8,000.00</u>
For the sum of:	\$58,000.00

Add \$2,500.00 for scaffolding for masonry pointing or brick removal.

Add \$35/brick for brick removal.

Add \$22/s.f. for masonry pointing.

Please contact my office if you have any questions.

Estimate No. 15-875

November 16, 2015

**Qualifications & Exclusions:**

Relocating of any mechanical/electrical/HVAC/etc. items for wood blocking installation  
Coordination with neighbors for roof access by others

Very truly yours,

LOUIS GARGIULO CO., INC.

APPROVED & ACCEPTED BY:

*Peter J. Gargiulo*

Peter J. Gargiulo  
President

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# **EEO/AFFIRMATIVE ACTION REQUIREMENTS CONSTRUCTION CONTRACTS**

Questions in reference to EEO/AA Requirements For Construction  
Contracts should be directed to:

Jeanne F. Abuan  
Affirmative Action Officer, Public Agency Compliance Officer  
Department of Administration  
Office of Equal Opportunity/Affirmative action  
280 Grove Street Room-103  
Jersey City NJ 07302  
Tel: #201-547- 4533  
Fax# 201-547-5088  
E-mail Address: [abuanj@jcnj.org](mailto:abuanj@jcnj.org)

(REVISED 4/13)

**EXHIBIT B (1 of 4)**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**  
**N.J.A.C. 17:27**  
**CONSTRUCTION CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27□7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers

## Exhibit B (2 of 4)

provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27□7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women Workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

(1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

**Exhibit B (4 of 4)**

(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

(6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

(i) The contractor or subcontractor shall interview the referred minority or women worker.

(ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

(iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.

**Exhibit B (Continuation)**

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA 201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on the job and/or off the job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

**EXHIBIT A  
N.J.S.A. 10:5-31 and N.J.A.C. 17:27  
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE  
Goods, Professional Services and General Service Contracts  
(Mandatory Affirmative Action Language)**

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title Print: Peter J. Gargiulo, President  
Representative's Signature: [Signature]  
Name of Company: Louis Gargiulo Company, Inc.  
Tel. No.: 2014324500 Date: 11/7/2016

APPENDIX A  
AMERICANS WITH DISABILITIES ACT OF 1990  
Equal Opportunity for Individuals with Disability

The contractor and the City of Jersey City, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title: Peter J. Gargiulo, President  
Representative's Signature: [Signature]  
Name of Company: Louis Gargiulo Company Inc.  
Tel. No.: 2014324500 Date: 1/7/2016



## Minority/Woman Business Enterprise (MWBE) Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Louis Gargiulo Company Inc.  
Address : 44-46 State Street Jersey City, NJ 07304  
Telephone No. : 201 432 4500  
Contact Name: Peter J. Gargiulo

Please check applicable category :

☐ Minority Owned Business (MBE)

☐ Minority & Woman Owned Business (MWBE)

☐ Woman Owned business (WBE)

☒ Neither

### Definitions:

#### Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

#### Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**DIVISION OF PURCHASING COPY**

Form MWBE Contractor's Compliance Plan to be submitted with bid document.

**CONTRACTOR: PROVIDE TWO (2) COMPLETED COPIES OF THIS FORM WITH YOUR PROPOSAL (or within 24 hours thereafter)**

City of Jersey City  
Department of Administration  
Office of Equal Opportunity/Affirmative Action

Project: 394 Centra Ave. Office Renovations #                     

Contractor: Louis Gargiulo Company Inc. Bid Amt. \$ 58,000.00

Please list what portions of the work, if any you intend to sublet, the approximate value of the same, and whether you anticipate subletting it to a minority or woman owned contractor, or neither.

Trade	Approx. \$ Value	Minority or Woman Owned Business Check appropriate column		
		Minority	Woman	Neither
Masonry Restoration	\$30,000.00			X

Receipt of this report by the City does not constitute acceptance by the City of minority business participation goals less than 20% or women business participation goals less than 20% unless specifically agreed to by the Office of Equal Opportunity/Affirmative Action

CONTINUED ON NEXT PAGE

DIVISION OF PURCHASING COPY

MWBE Page 3 Project 394 Central Ave. Office Renovation

2. As to subcontracted trade mandated to be included in proposal pursuant to N.J.S.A. 40A:11-16, please list name of proposed subcontractor, trade, and whether minority woman, or not:

Trade	Contractor Name & Address	Approx. \$ Value	To Minority or Woman Owned Business Check appropriate column		
			Minority	Woman	Neither
None					

3. What is your policy and practice with respect to outreach and consideration of minority and women-owned vendors/contractors as contractors and/or suppliers?

We utilize all lists and work closely with local and state agencies to fulfill or exceed all requirements

Name of Contractor Louis Gargiulo Company Inc.

By: Signature

Type or print name/title: Peter J. Gargiulo, President

Telephone No: 201.432.4500 Date 1/7/2016

.....  
For City Use:

Acceptable M/W Business Participation levels for this Project: \_\_\_\_\_

By \_\_\_\_\_ Date: \_\_\_\_\_

PURCHASING COPY

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY  
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED  
ON SEPTEMBER 3, 2008**

**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Louis Gargiulo Company Inc. (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding \_\_\_\_\_ (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Louis Gargiulo Company Inc. (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

**PART II - Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Louis Gargiulo Company Inc.

Signed: [Signature] Title: President

Print Name: Peter J. Gargiulo Date: 1/7/2016

Subscribed and sworn before me  
this 7<sup>th</sup> day of January, 2016.  
My Commission expires: \_\_\_\_\_

[Signature]

\_\_\_\_\_  
(Affiant)  
Peter J. Gargiulo, President  
(Print name & title of affiant) (Corporate Seal)

LOLITA PURNELL  
NOTARY PUBLIC OF NEW JERSEY  
ID # 2397766  
My Commission Expires 6/30/2020

\*\*Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR NON-FAIR AND OPEN CONTRACTS**  
**Required Pursuant To N.J.S.A. 19:44A-20.8**  
**CITY OF JERSEY CITY**

**Part I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee, or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Election Fund for Steven Fulop (2013)	Councilperson Frank Gajewald
Team Fulop	Councilperson Khemraj "Chico" Ramehal
Team Fulop Runoff	Councilperson Richard Boggiano
Lavarro for Council	Councilperson Michael Yun
Councilperson Joyce E. Watterman	Councilperson Candice Osborne
Councilperson Daniel Rivera	Councilperson Diane Coleman

**Part II - Ownership Disclosure Certification**

☒ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

☐ Partnership    ☒ Corporation    ☐ Sole Proprietorship    ☐ Subchapter S Corporation  
☐ Limited Partnership    ☐ Limited Liability Corporation    ☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Peter J. Gargiulo - 100%	158 Second St., Hoboken NJ 07030

**Part 3 - Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Louis Gargiulo Company Inc.

Signed: [Signature] Title: President

Print Name: Peter J. Gargiulo Date: 1/7/2016

Subscribed and sworn before me this 7th day of January, 2016

My Commission expires:

LOLITA PURNELL  
 NOTARY PUBLIC OF NEW JERSEY  
 ID # 2397766

My Commission Expires 6/30/2020

(Affiant)  
Peter J. Gargiulo, President  
 (Print name & title of affiant) (Corporate Seal)

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

**This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.**

## Part I - Vendor Information

Vendor Name:	Louis Gargiulo Company, Inc.		
Address:	44-46 State St.		
City:	Jersey City	State:	NJ
		Zip:	07304

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature

Peter J. Gargiulo  
Printed Name

President's  
Title

## Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

[illegible]

☐ Check here if the information is continued on subsequent page(s)



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** LOUIS GARGIULO COMPANY, INC.

**Trade Name:**

**Address:** 44-46 STATE STREET  
JERSEY CITY, NJ 07304

**Certificate Number:** 0097153

**Effective Date:** December 20, 1954

**Date of Issuance:** June 03, 2008

**For Office Use Only:**

20080603121416034

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16-051

Agenda No. 10.T

Approved: JAN 27 2016

TITLE:



## **RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO P & A ADMINISTRATIVE SERVICES, INC. TO ADMINISTER THE FLEXIBLE SPENDING ACCOUNT, COBRA AND RETIREE BILLING**

COUNCIL OFFERED AND MOVED ADOPTION OF THE  
FOLLOWING RESOLUTION:

**WHEREAS**, City of Jersey City (City) requires the services of a third party administrator in connection with the administering of the Flexible Spending Account (FSA) and COBRA, the collecting of premiums for COBRA and retiree coverage; and

**WHEREAS**, the Purchasing Director within his authority and in conformity with N.J.S.A. 40A:11-6.1(a) informally solicited for quotes for the administering of the Flexible Spending Account (FSA) and COBRA, the collecting of premiums for COBRA and retiree coverage; and

**WHEREAS**, the City received one (1) bid which was from P & A Administrative Services, Inc. (P & A), 17 Court Street, Buffalo, NY 14202 in the total bid amount of Twenty-Five Thousand Dollars (\$25,000.00); and

**WHEREAS**, the City desires to enter into a contract for a period of one (1) year effective as of January 1, 2016 and expiring December 31, 2016; and

**WHEREAS**, P & A is licensed in the State of New Jersey to provide third party administering of the FSA, COBRA and retiree billing services; and

**WHEREAS**, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.4 et seq. (Pay to Play Law); and

**WHEREAS**, the Business Administrator has determined and certified in writing that the value of the contract will exceed \$17,500.00; and

**WHEREAS**, P & A has completed and submitted a Business Entity Disclosure Certification which certifies that P & A has not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification in the previous one year, and the contract will prohibit P & A from making any reportable contributions during the term of the contract; and

**WHEREAS**, P & A has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

**WHEREAS**, the total amount of the one (1) year contract is TWENTY-FIVE THOUSAND (\$25,000.00) DOLLARS, and

**WHEREAS**, during the term of this contract the City Purchasing Agent is authorized to issue change orders, not to exceed twenty (20%) percent to cover cost increases resulting from the hiring of new employees, and

**WHEREAS**, funds for in the amount of \$4,000.00 are available in the 2016 temporary budget in account 01-201-23-220-31; and



City Clerk File No. Res. 16.051Agenda No. 10.1 JAN 27 2016

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF A  
CONTRACT TO P & A ADMINISTRATIVE SERVICES, INC.  
TO ADMINISTER THE FLEXIBLE SPENDING ACCOUNT,  
COBRA AND RETIREE BILLING**

**NOW THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that:

1. A contract for a term of one year effective as of January 1, 2016 in the amount of \$25,000,000 for administering the FSA, COBRA and Retiree Billing is awarded to P&A Administrative Services, Inc.
2. The Mayor or Business Administrator is authorized to execute a contract in substantially the form of the attached contract.
3. Upon certification by an official or an employee of the City authorized to attest that P & A has provided services in accordance with the contract, then; payment to P & A shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.
4. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, the Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance and the Determination of Value Certification, attached hereto and incorporated herein by reference, shall be placed on file with this resolution.
5. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2016 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2016 fiscal year permanent budget.

*PO # 119693*

*Monica Munn, CFO*

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

Corporation Counsel

Certification Required ☐Not Required ☐APPROVED *9-0*

**RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.27.16**

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

*Rolando R. Lavarro, Jr.*  
Rolando R. Lavarro, Jr., President of Council

*Robert Byrne*  
Robert Byrne, City Clerk

## DETERMINATION OF VALUE CERTIFICATION

Robert Kakoleski, of full age, hereby certifies as follows:

1. As Business Administrator of the City of Jersey City (City), I am the City's chief administrative officer.
2. The City requires the services of a third party administrator to administer and collect fees from retirees and COBRA enrollees and control the disbursement of funds to Flexible Spending Account enrollees.
3. The Administration's recommendation is to award the contract to P & A Administrative Services, Inc. as they were the only company to submit a proposal for the amount of \$25,000.00 annually.
4. The term of the contract is one year effective January 1, 2016.
5. The estimated amount of the contract exceeds \$17,500.00.
6. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
7. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Robert Kakoleski, Business Administrator

**RESOLUTION FACT SHEET - CONTRACT AWARD**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND P & A ADMINISTRATIVE SERVICES TO ADMINISTER THE FLEXIBLE SPENDING ACCOUNT, COBRA AND RETIREE BILLING

**Project Manager**

Department/Division	HUMAN RESOURCES	HEALTH BENEFITS
Name/Title	MICHALINE YURCIK	SUPERVISING ADMINSTRATIVE ANALYST
Phone/email	547-5515	Myurcik@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Contract Purpose**

To administer the Flexible Spending Account, COBRA and retiree billing.

The City Broker of Record received quotes from this one (1) vendor for a contract in the amount of \$25,000.00.

**Cost (Identify all sources and amounts)**

Account: 01-201-23-220-312  
\$25,000.00 – one year

**Contract term (include all proposed renewals)**

One year (January 1, 2016 – December 31, 2016)

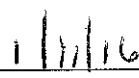
**Type of award**

Professional Services

**If "Other Exception", enter type****Additional Information**

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

  
Date

**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: P&A Administrative Services, Inc.

Address: 17 Court Street, Buffalo, NY, 14202

Telephone No. : (800)688-2611 x 5500

Contact Name: Michael Rizzo, President

Please check applicable category:

☐ Minority Owned Business (MBE)

☐ Minority & Woman Owned  
Business (MWBE)

☐ Woman Owned business (WBE)

☒ Neither

**Definitions**

**Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**DIVISION OF PURCHASING COPY**

APPENDIX A  
AMERICANS WITH DISABILITIES ACT OF 1990  
Equal Opportunity for Individuals with Disability

The contractor and the President of P&A Administrative Services, Inc. (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: Michael Rizzo, President

Representative's Signature: Michael Rizzo

Name of Company: P&A Administrative Services, Inc.

Tel. No.: (800)688-2611 x5500

Date: 11/13/15

(REVISED 4/13)

**EXHIBIT A**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**  
**N.J.A.C. 17:27**

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

(REVISED 4/13)

**EXHIBIT A**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**  
**N.J.A.C. 17:27**

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

**EXHIBIT A (Continuation)**

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

**EXHIBIT A**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**Goods, Professional Services and General Service Contracts**  
**(Mandatory Affirmative Action Language)**

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Michael Rizzo, President

Representative's Signature: 

Name of Company: P&A Administrative Services, Inc.

Tel. No.: (800)688-2611 x 5500

Date: 11/13/15



**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY  
- CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED  
ON SEPTEMBER 3, 2008**

**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that P&A Administrative Services, Inc. (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding \_\_\_\_\_ (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract P&A Administrative Services, Inc. (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

**PART II - Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: P&A Administrative Services, Inc.

Signed

Michael Rizzo

Title: President

Print Name Michael Rizzo

Date: 11/13/2015

Subscribed and sworn before me  
this 13th day of November 2015.

Danielle Phillips  
(Affiant)

My Commission expires:

Danielle Phillips, Notary

(Print name & title of affiant)

(Corporate Seal)

DANIELLE PHILLIPS NO. 01PH5049946  
NOTARY PUBLIC, STATE OF NEW YORK  
QUALIFIED IN ERIE COUNTY  
MY COMMISSION EXPIRES SEPT. 25, 2017

\*\*Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	P&A ADMINISTRATIVE SERVICES INC
Trade Name:	P&A GROUP
Address:	17 COURT ST STE 500 BUFFALO, NY 14202-3294
Certificate Number:	1681869
Effective Date:	December 13, 2011
Date of Issuance:	June 06, 2013

For Office Use Only:  
20130606112106072

# BUSINESS ENTITY DISCLOSURE CERTIFICATION

FOR NON-FAIR AND OPEN CONTRACTS  
Required Pursuant To N.J.S.A. 19:44A-20.8  
CITY OF JERSEY CITY

## Part I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the Telecom Integrity Group

has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding January 1, 2016 to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the City of Jersey City as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Election Fund for Steven Fulop (2013)	Frank Gajewski for Council
Team Fulop	Friends of Khemraj "Chico" Ramchal
Team Fulop Runoff	Councilperson Richard Boggiano
Lavarro for Council	Michael Yun for Council
Councilperson Joyce E. Watterman	Councilperson Candice Osborne
Councilperson Daniel Rivera	Diane Coleman for Council

## Part II - Ownership Disclosure Certification

☒ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship ☒ Subchapter S Corporation  
☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Michael A. Rizzo	17 COURT STREET BUFFALO NY 14202
Joseph PRISIELAC JR	5077 LOWER CT HAMBURG NY 14075

## Part 3 - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: P e A Administrative Services Inc.  
Signed: Michael A Rizzo Title: PRESIDENT  
Print Name: Michael A Rizzo Date: 1/11/2016

Subscribed and sworn before me this 11 day of  
JANUARY, 2016.

My Commission expires:

12-18-2018

Rhea Nagel  
(Affiant)  
NOTARY PUBLIC 01NA5052500  
(Print name & title of affiant) (Corporate Seal)

RHEA NAGEL  
NOTARY PUBLIC, STATE OF NEW YORK  
REG. No. 01NA6052500  
QUALIFIED IN ERIE COUNTY  
My Commission Expires 12/18/2018

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.052

Agenda No. 10.U

Approved: JAN 27 2016

TITLE:

**RESOLUTION AUTHORIZING AN AGREEMENT  
WITH PARK PLACE TECHNOLOGIES FOR THE SUPPORT OF  
PROPRIETARY COMPUTER HARDWARE/SOFTWARE**



**COUNCIL**

**offered and moved adoption of the following resolution:**

**WHEREAS**, funds must be allocated for the continued maintenance/support of the City's proprietary PC network file servers for the 2016 Calendar Fiscal Year; and

**WHEREAS**, **PARK PLACE TECHNOLOGIES** has agreed to provide these services in the manner specified by the Division of Information Technology; and

**WHEREAS**, **PARK PLACE TECHNOLOGIES** has agreed to provide the following data processing services to the City of Jersey City beginning January 1, 2016 and ending December 31, 2016; and

**WHEREAS**, the City of Jersey City has received a proposal from **PARK PLACE TECHNOLOGIES** in the total amount for a one year period of \$28,801.05 of which \$12,000.00 will be available in the temporary budget for this expenditure in accordance with Local Budget Law, N.J.S.A. 40A:4-1 et seq.; and

**WHEREAS**, the City Purchasing Agent has certified that he considers said proposal to be fair and reasonable; and

**WHEREAS**, funds are available in the amount of \$12,000.00 in Acct. No. 1-201-20-140-314; and

**WHEREAS**, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.5 (Pay-to-Play Law); and

**WHEREAS**, **PARK PLACE TECHNOLOGIES** has completed and submitted a Business Entity Disclosure Certification which certifies that **PARK PLACE TECHNOLOGIES** has not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification in the previous one year and that the contract will prohibit **PARK PLACE TECHNOLOGIES** from making any reportable contributions during the term of the contract; and

**WHEREAS**, **PARK PLACE TECHNOLOGIES** has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

**WHEREAS**, **PARK PLACE TECHNOLOGIES** has submitted its Certification of Compliance with the City's Pay-To-Play Ordinance 08-128 adopted on September 3, 2008; and

**WHEREAS**, Robert Magro, the City's IT Director, has determined and certified in writing that the value of the contract will exceed \$17,500; and

**WHEREAS**, N.J.S.A. 40A:11-5(1) (dd) authorizes the City to award a contract without public advertising if said contract is for goods or services to support or maintain proprietary computer hardware and software already owned by the City; and

TITLE: **RESOLUTION AUTHORIZING AN AGREEMENT  
WITH PARK PLACE TECHNOLOGIES FOR THE SUPPORT OF  
PROPRIETARY COMPUTER HARDWARE/SOFTWARE**

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the said proposal of the aforementioned **PARK PLACE TECHNOLOGIES** be accepted and that a contract be awarded to said company in the amount of **\$28,801.05**, and the City's Purchasing Agent is directed to have such a contract drawn up and executed;

**BE IT FURTHER RESOLVED**, that the term of the contract shall be one year effective as of January 1, 2016;

**BE IT FURTHER RESOLVED**, that upon certification by an official or employee of the City authorized to receive the material pursuant to the contract, that the same has been received and that the requirements of the contract met, then; payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A 40A:5-1 et seq;

**BE IT FURTHER RESOLVED**, the Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, Certification of Compliance with the City's Pay to Play Ordinance and the Determination of Value Certification attached hereto and incorporated herein by reference shall be placed on file with this resolution.

**BE IT FURTHER RESOLVED**, the award of this contract is awarded in accordance with N.J.S.A 40A:11-5 (1) (dd).

**BE IT FURTHER RESOLVED**, this contract shall be subject to the condition that the contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

I, Donna Mauer (Donna Mauer), as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Account Number: **01-201-20-140-314** for payment of the above Resolution.

Requisition No. 0172962

Purchase Order No. 119580

EEO/AA Review \_\_\_\_\_

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_  
Business Administrator

APPROVED AS TO LEGAL FORM

\_\_\_\_\_  
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE <u>1.27.16</u>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			LAVARRO	✓		
KHEMRAJ	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			RIVERA	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando Lavarro  
Rolando Lavarro, President of Council

Robert Byrne  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING AN AGREEMENT WITH PARK PLACE TECHNOLOGIES FOR THE SUPPORT OF PROPRIETARY COMPUTER HARDWARE AND SOFTWARE**

**Project Manager**

Department/Division	Administration	Information Technology
Name/Title	Robert Magro	DP Coordinator
Phone/email	201-547-4274	bobm@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Contract Purpose**

Support services for proprietary computer hardware systems used by City agencies. This includes 24x7, 365 day support of the following: PC network file servers and tape backup systems.

**Cost (Identify all sources and amounts)**

IT operating budget, \$28,805.05 yearly,  
\$12,000 initial encumbrance, reimburse via  
monthly partial payments

**Contract term (include all proposed renewals)**

One year

**Type of award** Support of proprietary IT system

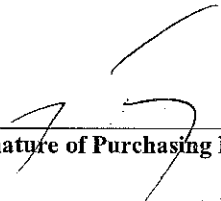
If "Other Exception", enter type

**Additional Information**

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

1-11-16  
Date

  
Signature of Purchasing Director

1/11/16  
Date

## DETERMINATION OF VALUE CERTIFICATION

Robert Magro, of full age, hereby certifies as follows:

1. I am the Data Processing Coordinator of the City of Jersey City (City) Division of Information Technology and have knowledge of the goods and services that the Division of Information Technology needs.
2. The Division of Information Technology requires maintenance of proprietary PC Network file server hardware and software systems.
3. The City has determined that a contract for maintenance of these proprietary PC Network hardware/software systems should be awarded pursuant to N.J.S.A. 40A:11-5(1)(dd).
4. **PARK PLACE TECHNOLOGIES** can provide the maintenance services for the proprietary PC Network hardware/software systems used by the City and has submitted a proposal indicating that it will provide the services for the sum of 28,805.05 per year.
5. The Division of Information Technology's recommendation is to award the contract to **PARK PLACE INTERNATIONAL**.
6. The term of the contract is one year effective as of January 1, 2015.
7. The estimated amount of the contract exceeds \$17,500.00 (21,929.03).
8. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
9. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: \_\_\_\_\_

1-11-16

  
Robert Magro, DP Coordinator  
Division of Information Technology



## New Jersey Division of Revenue

Revenue

NJBGS

# On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 1810544 FOR PARK PLACE TECHNOLOGIES LLC  
IS VALID.





5910 Landerbrook Drive Suite 300 Mayfield Heights, OH 44124  
 Phone 800-931-3366 Facsimile 800-531-6303  
<http://www.parkplacetechnologies.com>

## Maintenance Service Agreement

Pricing on this MSA is valid for 30 days from quote date below

Company City of Jersey City  
 Address 1 Journal Square Plaza  
75 Bishop St.  
Jersey City, NJ 07306

Bill to: City of Jersey City  
1 Journal Square Plaza  
75 Bishop St.  
Jersey City, NJ 07306

Quote#: 63121-0

Quote Date: 11/19/2015

Agreement D4327M

Bill Frequency: Annual

Term Start 1/1/2016

Term End: 12/31/2016

Contact: Magro, Robert  
 Phone: (201)547-4274  
 Email: bobm@cnj.org

Park Place Rep: Schaefer, Ryan  
 Partner Contact: \_\_\_\_\_

Year 1

OEM	Serial Number	Description	SLA	QTY	Location	Start Date	Add. Info	Action	Jan 2016	Feb 2016	Mar 2016	Apr 2016	May 2016	Jun 2016	Jul 2016	Aug 2016	Sep 2016	Oct 2016	Nov 2016	Dec 2016	Total
									2,370.19	2,370.19	2,370.19	2,370.19	2,370.10	2,370.19	2,370.19	2,370.19	2,370.19	2,382.67	2,489.88	2,595.79	\$28,801.05
1	DELL JJRCCG1	P55000E - Dual Controller with 16x1TB SATA Drives	7x24x4	1	Jersey City, NJ	1/1/2016	1JSQ-EQL-SAN1	Renewal	248.35	248.35	248.35	248.35	248.35	248.35	248.35	248.35	248.35	248.35	248.35	248.35	2,980.20
2	DELL 1UNHYH1	EqualLogic P56000E - SATA, 16 drive	7x24x4	1	Jersey City, NJ	1/1/2016	1JSQ-EQL-SAN2	Renewal	127.36	127.36	127.36	127.36	127.36	127.36	127.36	127.36	127.36	127.36	127.36	127.36	1,526.32
3	DELL 1Y78HQ1	PowerEdge R310 High-performance, 1-socket 1U rack	7x24x4	1	Jersey City, NJ	1/1/2016		Renewal	43.00	43.00	43.00	43.00	43.00	43.00	43.00	43.00	43.00	43.00	43.00	43.00	516.00
4	DELL F14CVR1	PowerEdge R310 High-performance, 1-socket 1U rack	7x24x4	1	Jersey City, NJ	1/1/2016		Renewal	43.00	43.00	43.00	43.00	43.00	43.00	43.00	43.00	43.00	43.00	43.00	43.00	516.00
5	DELL F146VR1	PowerEdge R310 High-performance, 1-socket 1U rack	7x24x4	1	Jersey City, NJ	1/1/2016		Renewal	43.00	43.00	43.00	43.00	43.00	43.00	43.00	43.00	43.00	43.00	43.00	43.00	516.00
6	DELL CQSGGH1	PowerEdge R605 2xQuadCore Celeron/2376HE 2.3GH	7x24x4	1	Jersey City, NJ	1/1/2016		Renewal	23.94	23.94	23.94	23.94	23.94	23.94	23.94	23.94	23.94	23.94	23.94	23.94	287.28
7	DELL FCFDPJ1	POWEREDGE 2950 SERVER	7x24x4	1	Jersey City, NJ	1/1/2016		Renewal	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	516.96
8	DELL 2R1SYC1	POWEREDGE 2950	7x24x4	1	Jersey City, NJ	1/1/2016		Renewal	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	516.96
9	DELL F8J1GB1	POWEREDGE 2950	7x24x4	1	Jersey City, NJ	1/1/2016		Renewal	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	516.96
10	DELL 7GQXPD1	POWEREDGE 2950	7x24x4	1	Jersey City, NJ	1/1/2016		Renewal	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	516.96
11	DELL B8HXJK1	PowerEdge R710 2U Rack Server	7x24x4	1	Jersey City, NJ	1/1/2016		Renewal	37.10	37.10	37.10	37.10	37.10	37.10	37.10	37.10	37.10	37.10	37.10	37.10	445.20
12	DELL 516R3G1	POWEREDGE 2950	7x24x4	1	Jersey City, NJ	1/1/2016		Renewal	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	516.96
13	DELL BRHYTF1	PowerEdge R200	7x24x4	1	Jersey City, NJ	1/1/2016		Renewal	31.00	31.00	31.00	31.00	31.00	31.00	31.00	31.00	31.00	31.00	31.00	31.00	372.00
14	DELL 79SXBK1	PowerEdge R610	7x24x4	1	Jersey City, NJ	1/1/2016		Renewal	51.46	51.46	51.46	51.46	51.46	51.46	51.46	51.46	51.46	51.46	51.46	51.46	617.52
15	DELL GQ1SYC1	POWEREDGE 2950	7x24x4	1	Jersey City, NJ	1/1/2016		Renewal	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	516.96
16	DELL 926HZD1	POWEREDGE B40 Celeron or Pentium CPU	7x24x4	1	Jersey City, NJ	1/1/2016		Renewal	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	516.96
17	DELL 8KQDTF1	POWEREDGE 880	7x24x4	1	Jersey City, NJ	1/1/2016		Renewal	40.89	40.89	40.89	40.89	40.89	40.89	40.89	40.89	40.89	40.89	40.89	40.89	488.28
18	DELL BQ3VND1	POWEREDGE 880	7x24x4	1	Jersey City, NJ	1/1/2016		Renewal	40.89	40.89	40.89	40.89	40.89	40.89	40.89	40.89	40.89	40.89	40.89	40.89	488.28
19	DELL CBHXJK1	PowerEdge R710 2U Rack Server	7x24x4	1	Jersey City, NJ	1/1/2016		Renewal	37.10	37.10	37.10	37.10	37.10	37.10	37.10	37.10	37.10	37.10	37.10	37.10	445.20
20	DELL FHYFYK1	PowerEdge R610	7x24x4	1	Jersey City, NJ	1/1/2016		Renewal	51.46	51.46	51.46	51.46	51.46	51.46	51.46	51.46	51.46	51.46	51.46	51.46	617.52

Quote# 63121-0

Page 1 of 1



## PARK PLACE TERMS AND CONDITIONS

By accepting these terms, Park Place Technologies, LLC ("Park Place") agrees to provide and the undersigned "Customer" agrees to accept maintenance service listed on Exhibit A, the Equipment and Features List, and for any additional "Equipment" and "Features" that may be added by Customer, subject to written acceptance by Park Place.

1. **TERMS OF AGREEMENT.** The "Term" of this Agreement begins and ends on the dates as listed in Exhibit A, unless sooner terminated in accordance with the provisions of this Agreement. It will automatically renew for successive one-year terms, unless either party exercises its option to terminate this Agreement. To exercise its option to terminate at the end of a Term, a party must deliver a written notice of termination to the other party that is received no later than sixty (60) days before the last day of the then-existing Term. This Agreement may be terminated by either party if the other party has failed to comply with its terms and conditions. The Customer may remove individual Equipment and/or Features by giving sixty (60) days' written notice to Park Place.
2. **RESPONSIBILITIES OF THE CUSTOMER.** The Customer will maintain environmental conditions on its site for the duration of this Agreement as specified by the original equipment manufacturer. The Customer shall provide Park Place with full and free access to the Equipment, and a safe place in which to perform maintenance service. The Customer shall also maintain a current backup of the Operating System and other applicable software programs and data. Should any person other than Park Place service representatives repair, modify, or perform any maintenance service on any Equipment as listed on Exhibit A, and as a result, Park Place is required to restore the Equipment to good operating condition, the Customer will be billed separately per the call rates and terms in effect at that time.
3. **INSPECTION AND REPAIR.** As part of its all-inclusive service, Park Place will provide an on-site or virtual inspection of any Equipment covered by this Agreement. The Equipment shall be made available to determine if it is in good operating condition. Until the inspection has been performed, Park Place cannot guarantee the quality or approach of its maintenance services. Any repairs or adjustments that are required to bring the Equipment into good operating condition are not included in this Agreement. Customer has the choice of using Park Place service representatives to perform the needed repairs under a separately-negotiated contract, or bring the Equipment into good working condition with another vendor. Park Place reserves the right to adjust the Equipment and Features List after the inspection, which shall be negotiated in good faith with the Customer. Park Place may terminate this Agreement if the Equipment is not brought up to good working condition.
4. **RESPONSIBILITIES OF PARK PLACE.** Park Place shall maintain the Equipment and Features listed on Exhibit A or other amendments, in good operating condition, according to the hours of coverage as listed in Exhibit A. Maintenance service includes on-call remedial maintenance including: lubrication, adjustments, and replacement of parts as warranted. Park Place shall exchange faulty hardware for new, or reconditioned to perform as new, hardware. Faulty hardware parts shall then become Park Place property. All services are dependent upon hardware availability on reasonable terms. If hardware cannot be replaced or if parts are no longer available, Park Place shall work with Customer to find a mutually acceptable solution. Maintenance service is limited to only those adjustments or repairs that are the result of normal usage, wear, and tear.
5. **EXCLUSIONS FROM PARK PLACE MAINTENANCE SERVICE.** The following services are outside the scope of maintenance service provided by Park Place service representatives: (a) Electrical work external to the Equipment; (b) Modems/telephone lines; (c) Repair of damage which adversely affects the Equipment's operability or serviceability. Damage is described as follows: caused by fire, flood, water, lightning, transportation, or due to neglect or misuse; (d) Repair of damage caused by the Customer's improper use, management, or supervision of the Equipment, including electrical power, air conditioning, or humidity control, or damage which is caused by the use of the Equipment for purposes other than for which it is designed; (e) Furnishing platens, drums, batteries, supplies, or other accessories, including media such as tapes and disk packs; (f) Furnishing printer consumables: fusers, maintenance kits, feed rollers, separation, transfer toners, ribbons, thermal print heads, jet print head bleeder kits and lines, and scanner lamps or bulbs; (g) Systems engineering services or software support, including programming, diagnosis of application software problems, hardware or software upgrades, restoration of operating systems, programs, and files, or preparation of Customer's media for such files; (h) Maintenance or repairs based on Customer's unauthorized attempt to repair or maintain the Equipment, or any changes, modifications, or alterations in or to the Equipment. Customer will contact Park Place for authorization prior to attempting repair or maintenance of the covered Equipment. Excluded services noted above may be performed by a separately-negotiated Agreement.
6. **INVOICES, PAYMENTS, AND CHARGES.**
  - a. Maintenance and other charges will be invoiced in advance and are due and payable within 30 days of receipt of invoice. Park Place reserves the right to adjust the specified charges if the Equipment specifications, attachments, or features of any item or Equipment are changed after the start date. Charges for a partial-month's service will be prorated on the basis of a 30-day month. All invoices unpaid thirty (30) days after the invoice date will have interest applied at the rate of 1.5% per month. Customer agrees to pay all costs involved in collecting overdue accounts, including reasonable attorney's fees. Park Place may terminate maintenance service by giving ten (10) days' written notice to the Customer when Customer is in payment default.
  - b. Rates and fees shall remain unchanged for the first term of this Agreement. Park Place may negotiate a price change with the Customer after the first term.

- c. Any unscheduled on-call remedial maintenance not included in Exhibit A will be invoiced to the Customer, based on the current Park Place on-call rates. Travel time and expenses will also be included in this fee.
  - d. All taxes shall be the responsibility of the Customer. Taxes include: Import duties, customs, federal, state, municipal, or any other government excise sales, use, occupational, or similar taxes.
  - e. Unpaid maintenance fees (and any associated costs and expenses) shall become immediately due and payable to Park Place, if this Agreement is terminated for any reason. Any pre-payment of services that are part of an early termination, shall be reimbursed according to the date of termination and prorated based on a 30-day month.
- 7. LIMITS OF LIABILITY.** PARK PLACE'S TOTAL LIABILITY FOR ANY CLAIM OF ANY TYPE WHATSOEVER IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO PROVEN DIRECT DAMAGES CAUSED BY PARK PLACE'S SOLE NEGLIGENCE. THE CUSTOMER'S EXCLUSIVE REMEDY FOR ANY CLAIM OF NEGLIGENCE WILL NOT EXCEED THE AMOUNT OF FEES ACTUALLY PAID BY THE CUSTOMER DURING THE ONE (1) YEAR PERIOD PRECEDING THE DATE OF LIABILITY. PARK PLACE SHALL NOT BE LIABLE IN CONTRACT LAW, TORT, OR ANY OTHER THEORY OF LAW, FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, EXEMPLARY, EXTRA-CONTRACTUAL, OR CONSEQUENTIAL DAMAGE PERTAINING TO THE MAINTENANCE SERVICE OR EQUIPMENT OUTLINED IN THIS AGREEMENT. NOR WILL PARK PLACE BE LIABLE FOR LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF BUSINESS, LOSS OF USE OF THE EQUIPMENT OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTED FACILITIES OR EQUIPMENT, OR SERVICE DOWN-TIME COSTS. THIS LIMIT OF LIABILITY SHALL ALSO EXTEND TO CUSTOMERS OF THE CUSTOMER, NO MATTER HOW SUCH DAMAGES OCCURRED, WHETHER OR NOT BECAUSE OF NEGLIGENCE, STRICT LIABILITY, FAULT, OR DELAY OF PARK PLACE, OR BREACH OR FAILURE TO PERFORM THIS AGREEMENT.
- 8. DISCLAIMER OF WARRANTIES.** PARK PLACE PROVIDES COMPUTER EQUIPMENT MAINTENANCE SERVICES ON AN "AS IS" BASIS AND MAKES NO OTHER WARRANTIES. ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED, INCLUDING: IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, A WARRANTY OF NON-INFRINGEMENT, AND ANY WARRANTY ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING PERFORMANCE, OR USAGE OF TRADE.
- 9. PERIOD OF MAINTENANCE SERVICE AVAILABILITY.** The maintenance charges described in Exhibit A entitles the Customer to maintenance service availability as defined on Exhibit A.
- 10. GENERAL.**
- a. Park Place shall not be liable for delays caused by an act of God or any matter beyond Park Place's reasonable control, which can include fire, flood, earthquake, explosion, strike, labor dispute, war, riot or other civil commotion, transportation delay, labor or material shortage, Customer's subcontractor or vendor delay, and government act. The date and time of service shall be extended for a period equal to the time lost by the reason of delay.
  - b. The parties shall have one (1) year after the discovery of a breach of this Agreement in which to file a claim for action.
  - c. Park Place reserves the right to assign or subcontract to third parties all or part of the maintenance services which are included in this Agreement.
  - d. These terms and conditions shall prevail despite any variance that is submitted by the Customer for the repair or maintenance of the Equipment.
- 11. PROPRIETARY AND CONFIDENTIAL INFORMATION.** Park Place and Customer agree not to disclose to any third party, by any means, any proprietary data or confidential information of the other that the parties may have obtained in the performance of its duties without the prior written permission. However, each Party may disclose to a certified partner, who has a bona fide need to know of the Confidential Information, as it pertains to the evaluation or provision of maintenance and service duties.
- 12. SEVERABILITY AND WAIVER.** If any provision of this Agreement is illegal or unenforceable, that provision is severed from this Agreement and the other provisions remain in force.
- 13. GOVERNING LAW.** The laws of Ohio govern all matters with respect to this Agreement.
- 14. ENTIRE AGREEMENT.** This Agreement states the full agreement between the parties and supersedes all prior negotiations and agreements.
- 15. COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which is an original, and all of which constitute only one agreement between the parties.

To evidence the parties agreement to the Terms and Conditions set forth herein, they have executed this document on the date of signature by Customer.

**Customer**

**Park Place Technologies LLC**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

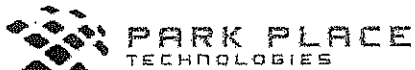
**Hal Maistrom    EVP Global Service Operations**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



5910 Landerbrook Drive Suite 300 Mayfield Heights, OH 44124  
 Phone 800-931-3366 Facsimile 800-531-6303  
<http://www.parkplacetechnologies.com>

## Maintenance Service Agreement

Pricing on this MSA is valid for 30 days from quote date below

Company City of Jersey City  
 Address 1 Journal Square Plaza  
75 Bishop St.  
Jersey City, NJ 07306

Bill to: City of Jersey City  
1 Journal Square Plaza  
75 Bishop St.  
Jersey City, NJ 07306

Quote#: 63121-0

Quote Date: 11/19/2015

Agreement D4327M

Bill Frequency: Annual

Term Start 1/1/2016

Term End: 12/31/2016

Contact: Magro, Robert  
 Phone: (201)547-4274  
 Email: bobm@cnj.org

Park Place Rep: Schaefer, Ryan  
 Partner Contact: \_\_\_\_\_

Year 1

OEM	Serial Number	Description	SLA	QTY	Location	Start Date	Add. Info	Action	Jan 2016	Feb 2016	Mar 2016	Apr 2016	May 2016	Jun 2016	Jul 2016	Aug 2016	Sep 2016	Oct 2016	Nov 2016	Dec 2016	Total
DELL	JURCCG1	PS6000E - Dual Controller with 16x1TB SATA Drives	7x24x4	1	Jersey City, NJ	1/1/2016	1JSQ-EOL-SAN1	Renewal	248.35	248.35	248.35	248.35	248.35	248.35	248.35	248.35	248.35	248.35	248.35	248.35	2,980.20
DELL	1LNHYH1	EqualLogic PS6000E - SATA, 16 drive	7x24x4	1	Jersey City, NJ	1/1/2016	1JSQ-EOL-SAN2	Renewal	127.36	127.36	127.36	127.36	127.36	127.36	127.36	127.36	127.36	127.36	127.36	127.36	1,528.32
DELL	1YY6HQ1	PowerEdge R310 High-performance, 1-socket 1U rack	7x24x4	1	Jersey City, NJ	1/1/2016		Renewal	43.00	43.00	43.00	43.00	43.00	43.00	43.00	43.00	43.00	43.00	43.00	43.00	516.00
DELL	F1M4VR1	PowerEdge R310 High-performance, 1-socket 1U rack	7x24x4	1	Jersey City, NJ	1/1/2016		Renewal	43.00	43.00	43.00	43.00	43.00	43.00	43.00	43.00	43.00	43.00	43.00	43.00	516.00
DELL	F149VR1	PowerEdge R310 High-performance, 1-socket 1U rack	7x24x4	1	Jersey City, NJ	1/1/2016		Renewal	43.00	43.00	43.00	43.00	43.00	43.00	43.00	43.00	43.00	43.00	43.00	43.00	516.00
DELL	COSGGH1	PowerEdge R805 2xQuadCore Opteron 2376HE 2.3GH	7x24x4	1	Jersey City, NJ	1/1/2016		Renewal	23.94	23.94	23.94	23.94	23.94	23.94	23.94	23.94	23.94	23.94	23.94	23.94	287.28
DELL	FCFDPJ1	POWEREDGE 2900 SERVER	7x24x4	1	Jersey City, NJ	1/1/2016		Renewal	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	516.96
DELL	2R1SYC1	POWEREDGE 2950	7x24x4	1	Jersey City, NJ	1/1/2016		Renewal	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	516.96
DELL	F8J1QB1	POWEREDGE 2950	7x24x4	1	Jersey City, NJ	1/1/2016		Renewal	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	516.96
DELL	7GQXPD1	POWEREDGE 2950	7x24x4	1	Jersey City, NJ	1/1/2016		Renewal	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	516.96
DELL	8BHJK1	PowerEdge R710 2U Rack Server	7x24x4	1	Jersey City, NJ	1/1/2016		Renewal	37.10	37.10	37.10	37.10	37.10	37.10	37.10	37.10	37.10	37.10	37.10	37.10	445.20
DELL	518R3G1	POWEREDGE 2950	7x24x4	1	Jersey City, NJ	1/1/2016		Renewal	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	516.96
DELL	6RHYTF1	PowerEdge R200	7x24x4	1	Jersey City, NJ	1/1/2016		Renewal	31.00	31.00	31.00	31.00	31.00	31.00	31.00	31.00	31.00	31.00	31.00	31.00	372.00
DELL	78SX8K1	PowerEdge R610	7x24x4	1	Jersey City, NJ	1/1/2016		Renewal	51.46	51.46	51.46	51.46	51.46	51.46	51.46	51.46	51.46	51.46	51.46	51.46	617.52
DELL	6Q1SYC1	POWEREDGE 2950	7x24x4	1	Jersey City, NJ	1/1/2016		Renewal	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	516.96
DELL	626NZD1	POWEREDGE 840 Celeron or Pentium CPU	7x24x4	1	Jersey City, NJ	1/1/2016		Renewal	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	43.08	516.96
DELL	8KODTF1	POWEREDGE 880	7x24x4	1	Jersey City, NJ	1/1/2016		Renewal	40.69	40.69	40.69	40.69	40.69	40.69	40.69	40.69	40.69	40.69	40.69	40.69	488.28
DELL	8Q3VND1	POWEREDGE 880	7x24x4	1	Jersey City, NJ	1/1/2016		Renewal	40.69	40.69	40.69	40.69	40.69	40.69	40.69	40.69	40.69	40.69	40.69	40.69	488.28
DELL	8BHJK1	PowerEdge R710 2U Rack Server	7x24x4	1	Jersey City, NJ	1/1/2016		Renewal	37.10	37.10	37.10	37.10	37.10	37.10	37.10	37.10	37.10	37.10	37.10	37.10	445.20
DELL	FYHYFK1	PowerEdge R810	7x24x4	1	Jersey City, NJ	1/1/2016		Renewal	51.46	51.46	51.46	51.46	51.46	51.46	51.46	51.46	51.46	51.46	51.46	51.46	617.52



## PARK PLACE TERMS AND CONDITIONS

By accepting these terms, Park Place Technologies, LLC ("Park Place") agrees to provide and the undersigned "Customer" agrees to accept maintenance service listed on Exhibit A, the Equipment and Features List, and for any additional "Equipment" and "Features" that may be added by Customer, subject to written acceptance by Park Place.

1. **TERMS OF AGREEMENT.** The "Term" of this Agreement begins and ends on the dates as listed in Exhibit A, unless sooner terminated in accordance with the provisions of this Agreement. It will automatically renew for successive one-year terms, unless either party exercises its option to terminate this Agreement. To exercise its option to terminate at the end of a Term, a party must deliver a written notice of termination to the other party that is received no later than sixty (60) days before the last day of the then-existing Term. This Agreement may be terminated by either party if the other party has failed to comply with its terms and conditions. The Customer may remove individual Equipment and/or Features by giving sixty (60) days' written notice to Park Place.
2. **RESPONSIBILITIES OF THE CUSTOMER.** The Customer will maintain environmental conditions on its site for the duration of this Agreement as specified by the original equipment manufacturer. The Customer shall provide Park Place with full and free access to the Equipment, and a safe place in which to perform maintenance service. The Customer shall also maintain a current backup of the Operating System and other applicable software programs and data. Should any person other than Park Place service representatives repair, modify, or perform any maintenance service on any Equipment as listed on Exhibit A, and as a result, Park Place is required to restore the Equipment to good operating condition, the Customer will be billed separately per the call rates and terms in effect at that time.
3. **INSPECTION AND REPAIR.** As part of its all-inclusive service, Park Place will provide an on-site or virtual inspection of any Equipment covered by this Agreement. The Equipment shall be made available to determine if it is in good operating condition. Until the inspection has been performed, Park Place cannot guarantee the quality or approach of its maintenance services. Any repairs or adjustments that are required to bring the Equipment into good operating condition are not included in this Agreement. Customer has the choice of using Park Place service representatives to perform the needed repairs under a separately-negotiated contract, or bring the Equipment into good working condition with another vendor. Park Place reserves the right to adjust the Equipment and Features List after the inspection, which shall be negotiated in good faith with the Customer. Park Place may terminate this Agreement if the Equipment is not brought up to good working condition.
4. **RESPONSIBILITIES OF PARK PLACE.** Park Place shall maintain the Equipment and Features listed on Exhibit A or other amendments, in good operating condition, according to the hours of coverage as listed in Exhibit A. Maintenance service includes on-call remedial maintenance including: lubrication, adjustments, and replacement of parts as warranted. Park Place shall exchange faulty hardware for new, or reconditioned to perform as new, hardware. Faulty hardware parts shall then become Park Place property. All services are dependent upon hardware availability on reasonable terms. If hardware cannot be replaced or if parts are no longer available, Park Place shall work with Customer to find a mutually acceptable solution. Maintenance service is limited to only those adjustments or repairs that are the result of normal usage, wear, and tear.
5. **EXCLUSIONS FROM PARK PLACE MAINTENANCE SERVICE.** The following services are outside the scope of maintenance service provided by Park Place service representatives: (a) Electrical work external to the Equipment; (b) Modems/telephone lines; (c) Repair of damage which adversely affects the Equipment's operability or serviceability. Damage is described as follows: caused by fire, flood, water, lightening, transportation, or due to neglect or misuse; (d) Repair of damage caused by the Customer's improper use, management, or supervision of the Equipment, including electrical power, air conditioning, or humidity control, or damage which is caused by the use of the Equipment for purposes other than for which it is designed; (e) Furnishing platens, drums, batteries, supplies, or other accessories, including media such as tapes and disk packs; (f) Furnishing printer consumables: fusers, maintenance kits, feed rollers, separation, transfer toners, ribbons, thermal print heads, jet print head bleeder kits and lines, and scanner lamps or bulbs; (g) Systems engineering services or software support, including programming, diagnosis of application software problems, hardware or software upgrades, restoration of operating systems, programs, and files, or preparation of Customer's media for such files; (h) Maintenance or repairs based on Customer's unauthorized attempt to repair or maintain the Equipment, or any changes, modifications, or alterations in or to the Equipment. Customer will contact Park Place for authorization prior to attempting repair or maintenance of the covered Equipment. Excluded services noted above may be performed by a separately-negotiated Agreement.
6. **INVOICES, PAYMENTS, AND CHARGES.**
  - a. Maintenance and other charges will be invoiced in advance and are due and payable within 30 days of receipt of invoice. Park Place reserves the right to adjust the specified charges if the Equipment specifications, attachments, or features of any item or Equipment are changed after the start date. Charges for a partial-month's service will be prorated on the basis of a 30-day month. All invoices unpaid thirty (30) days after the invoice date will have interest applied at the rate of 1.5% per month. Customer agrees to pay all costs involved in collecting overdue accounts, including reasonable attorney's fees. Park Place may terminate maintenance service by giving ten (10) days' written notice to the Customer when Customer is in payment default.
  - b. Rates and fees shall remain unchanged for the first term of this Agreement. Park Place may negotiate a price change with the Customer after the first term.



- c. Any unscheduled on-call remedial maintenance not included in Exhibit A will be invoiced to the Customer, based on the current Park Place on-call rates. Travel time and expenses will also be included in this fee.
  - d. All taxes shall be the responsibility of the Customer. Taxes include: import duties, customs, federal, state, municipal, or any other government excise sales, use, occupational, or similar taxes.
  - e. Unpaid maintenance fees (and any associated costs and expenses) shall become immediately due and payable to Park Place, if this Agreement is terminated for any reason. Any pre-payment of services that are part of an early termination, shall be reimbursed according to the date of termination and prorated based on a 30-day month.
7. **LIMITS OF LIABILITY.** PARK PLACE'S TOTAL LIABILITY FOR ANY CLAIM OF ANY TYPE WHATSOEVER IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO PROVEN DIRECT DAMAGES CAUSED BY PARK PLACE'S SOLE NEGLIGENCE. THE CUSTOMER'S EXCLUSIVE REMEDY FOR ANY CLAIM OF NEGLIGENCE WILL NOT EXCEED THE AMOUNT OF FEES ACTUALLY PAID BY THE CUSTOMER DURING THE ONE (1) YEAR PERIOD PRECEDING THE DATE OF LIABILITY. PARK PLACE SHALL NOT BE LIABLE IN CONTRACT LAW, TORT, OR ANY OTHER THEORY OF LAW, FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, EXEMPLARY, EXTRA-CONTRACTUAL, OR CONSEQUENTIAL DAMAGE PERTAINING TO THE MAINTENANCE SERVICE OR EQUIPMENT OUTLINED IN THIS AGREEMENT. NOR WILL PARK PLACE BE LIABLE FOR LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF BUSINESS, LOSS OF USE OF THE EQUIPMENT OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTED FACILITIES OR EQUIPMENT, OR SERVICE DOWN-TIME COSTS. THIS LIMIT OF LIABILITY SHALL ALSO EXTEND TO CUSTOMERS OF THE CUSTOMER, NO MATTER HOW SUCH DAMAGES OCCURRED, WHETHER OR NOT BECAUSE OF NEGLIGENCE, STRICT LIABILITY, FAULT, OR DELAY OF PARK PLACE, OR BREACH OR FAILURE TO PERFORM THIS AGREEMENT.
8. **DISCLAIMER OF WARRANTIES.** PARK PLACE PROVIDES COMPUTER EQUIPMENT MAINTENANCE SERVICES ON AN "AS IS" BASIS AND MAKES NO OTHER WARRANTIES. ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED, INCLUDING: IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, A WARRANTY OF NON-INFRINGEMENT, AND ANY WARRANTY ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING PERFORMANCE, OR USAGE OF TRADE.
9. **PERIOD OF MAINTENANCE SERVICE AVAILABILITY.** The maintenance charges described in Exhibit A entitles the Customer to maintenance service availability as defined on Exhibit A.
10. **GENERAL.**
- a. Park Place shall not be liable for delays caused by an act of God or any matter beyond Park Place's reasonable control, which can include fire, flood, earthquake, explosion, strike, labor dispute, war, riot or other civil commotion, transportation delay, labor or material shortage, Customer's subcontractor or vendor delay, and government act. The date and time of service shall be extended for a period equal to the time lost by the reason of delay.
  - b. The parties shall have one (1) year after the discovery of a breach of this Agreement in which to file a claim for action.
  - c. Park Place reserves the right to assign or subcontract to third parties all or part of the maintenance services which are included in this Agreement.
  - d. These terms and conditions shall prevail despite any variance that is submitted by the Customer for the repair or maintenance of the Equipment.
11. **PROPRIETARY AND CONFIDENTIAL INFORMATION.** Park Place and Customer agree not to disclose to any third party, by any means, any proprietary data or confidential information of the other that the parties may have obtained in the performance of its duties without the prior written permission. However, each Party may disclose to a certified partner, who has a bona fide need to know of the Confidential Information, as it pertains to the evaluation or provision of maintenance and service duties.
12. **SEVERABILITY AND WAIVER.** If any provision of this Agreement is illegal or unenforceable, that provision is severed from this Agreement and the other provisions remain in force.
13. **GOVERNING LAW.** The laws of Ohio govern all matters with respect to this Agreement.
14. **ENTIRE AGREEMENT.** This Agreement states the full agreement between the parties and supersedes all prior negotiations and agreements.
15. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which is an original, and all of which constitute only one agreement between the parties.

To evidence the parties agreement to the Terms and Conditions set forth herein, they have executed this document on the date of signature by Customer.

**Customer**

**Park Place Technologies LLC**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

**Hal Malstrom    EVP Global Service Operations**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## BUSINESS ENTITY DISCLOSURE CERTIFICATION

FOR NON-FAIR AND OPEN CONTRACTS

Required Pursuant To N.J.S.A. 19:44A-20.8

<NAME OF CONTRACTING AGENCY>

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

**"Local Unit Pay-To-Play Law" (P.L. 2004, c.19, as amended by P.L. 2005, c.51)**

**19:44A-20.6 Certain contributions deemed as contributions by business entity.**

5. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

**19:44A-20.7 Definitions relative to certain campaign contributions.**

6. As used in sections 2 through 12 of this act

"business entity" means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

**Temporary and Executing**

12. Nothing contained in this act shall be construed as affecting the eligibility of any business entity to perform a public contract because that entity made a contribution to any committee during the one-year period immediately preceding the effective date of this act.

**The New Jersey Campaign Contributions and Expenditures Reporting Act (N.J.S.A. 19:44A-1 et seq.)**

**19:44A-3 Definitions. In pertinent part...**

p. The term "political party committee" means the State committee of a political party, as organized pursuant to R.S.19:5-4, any county committee of a political party, as organized pursuant to R.S.19:5-3, or any municipal committee of a political party, as organized pursuant to R.S.19:5-2.

q. The term "candidate committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) for the purpose of receiving contributions and making expenditures.

r. the term "joint candidates committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) by at least two candidates for the same elective public offices in the same election in a legislative district, county, municipality or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection, ...; the offices of member of the board of chosen freeholders and county executive shall be deemed to be the same elective public offices in a county; and the offices of mayor and member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

**19:44A-8 and 16 Contributions, expenditures, reports, requirements.**

*While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions:*

"The \$300 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L.1993, c.65 (C.19:44A-7.2)

**EXHIBIT A**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**Goods, Professional Services and General Service Contracts**  
**(Mandatory Affirmative Action Language)**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27 (continued)**

use of any recruitment agency which engages in direct or indirect discriminatory practices..The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions. The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies that he/she received, read, and is aware of the commitment to comply with:

**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

**Goods, Professional Services and General Service Contracts**

**(Mandatory Affirmative Action Language)**

The undersigned vendor further agrees to furnish the required forms of evidence and understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Mark Witunski

Representative's Signature: 

Name of Company: Park Place Technologies LLC

Tel. No.: 440-991-3199 Date: January 11, 2016

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

## Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 ([www.nj.gov/dca/lgs/lfnslfnmenu.shtml](http://www.nj.gov/dca/lgs/lfnslfnmenu.shtml)).

1. The disclosure is required for all contracts in excess of \$17,500 that are not awarded pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be received from the contractor and on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
  - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at [www.nj.gov/dca/lgs/p2p](http://www.nj.gov/dca/lgs/p2p). They will be updated from time-to-time as necessary.
  - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, they list all legislative districts in each county. Districts that do not represent the public agency should be removed from the lists.
  - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
  - d. The form may be used "as-is", subject to edits as described herein.
  - e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
  - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**



**AFFIRMATIVE ACTION COMPLIANCE NOTICE**

**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

**GOODS AND SERVICES CONTRACTS**

**(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence:

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: Park Place Technologies LLC

SIGNATURE: 

DATE: January 11, 2016

PRINT

NAME: Mark Witunski

TITLE: Vice President Business Operations

**AFFIRMATIVE ACTION COMPLIANCE (SAMPLE DOCUMENTS)**



**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR NON-FAIR AND OPEN CONTRACTS**  
**Required Pursuant To N.J.S.A. 19:44A-20.8**  
**CITY OF JERSEY CITY**

**Part I – Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the *<name of business entity>* has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding *(date of award scheduled for approval of the contract by the governing body)* to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the *<name of entity of elected officials>* as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Election Fund for Steven Fulop (2013)	Councilperson Frank Gajewski
Team Fulop	Councilperson Khemraj "Chico" Ramchal
Team Fulop Runoff	Councilperson Richard Boggiano
Lavarro for Council	Councilperson Michael Yun
Councilperson Joyce E. Watterman	Councilperson Candice Osborne
Councilperson Daniel Rivera	Councilperson Diane Coleman

**Part II – Ownership Disclosure Certification**

☒ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- ☐ Partnership    
 ☐ Corporation    
 ☐ Sole Proprietorship    
 ☐ Subchapter S Corporation  
☐ Limited Partnership    
☒ Limited Liability Corporation    
☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address

**Part 3 – Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

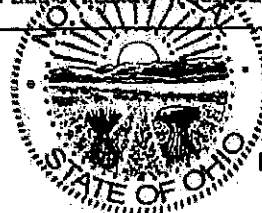
Name of Business Entity: Park Place Technologies LLC

Signed: [Signature] Title: Vice President Business Operations  
 Print Name: Mark Witunski Date: January 11, 2016

Subscribed and sworn before me this 11<sup>th</sup> day of JANUARY, 2016  
 My Commission expires: 11/15/2020

[Signature]  
 (Affiant)  
Vic B. Boyd  
 (Print name & title of Affiant)

[Signature]  
 (Notary Seal)  
 VICIE B. BOYD  
 NOTARY PUBLIC  
 STATE OF OHIO  
 Recorded in  
 Cuyahoga County  
 My Comm. Exp. 11/15/2020



**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY  
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED  
ON SEPTEMBER 3, 2008**

**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Park Place Technologies LLC (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding January 11, 2016 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Park Place Technologies LLC (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

**PART II - Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Park Place Technologies LLC

Signed [Signature] Title: Vice President Business Operations

Print Name: Mark Witunski

Date: January 11, 2016

Subscribed and sworn before me

this 11<sup>th</sup> day of JANUARY 2016

My Commission expires: 11/15/2020

[Signature]  
(Affiant)  
Vicie B. Boyd / NOTARY PUBLIC  
(Print name & title of affiant) (Corporate Seal)



**VICIE B. BOYD**  
**NOTARY PUBLIC**  
**STATE OF OHIO**  
Recorded in  
Guyahoga County  
My Comm. Exp. 11/15/2020

**\*\*Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.**

**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

The contractor and the City of Jersey City, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract.

In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act.

In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act.

The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation.

The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement.

**MINORITY/WOMAN BUSINESS ENTERPRISE (MWBE)**

**Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: Park Place Technologies LLC

Address: 5910 Landerbrook Drive, Suite 300

Telephone No.: 800-931-3366

Contact Name: Mark Witunski, Vice President Business Operations

Please check applicable category :

☐ Minority Owned

☐ Minority & Woman Owned

☐ Woman Owned

☒ Neither

**Definition of Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**DIVISION OF PURCHASING COPY**

04/08/15

Taxpayer Identification#

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione  
Director  
New Jersey Division of Revenue

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, NJ 08646-0252

TAXPAYER NAME:  
PARK PLACE TECHNOLOGIES LLC


TRADE NAME:  
PARK PLACE TECHNOLOGIES LLC

ADDRESS:  
5910 LANDERBROOK DR STE 300  
MAYFIELD HEIGHTS OH 44124

SEQUENCE NUMBER:  
1810544

EFFECTIVE DATE:  
07/24/13

ISSUANCE DATE:  
04/08/15

  
Director  
New Jersey Division of Revenue

FORM-BRC

(04-08), D205846V

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.053

Agenda No. 10.V

Approved: JAN 27 2016



TITLE:

**RESOLUTION AUTHORIZING AN AGREEMENT  
WITH H&L SYSTEMS FOR THE SUPPORT OF  
PROPRIETARY COMPUTER SOFTWARE**

**COUNCIL** offered and moved adoption of the following resolution:

**WHEREAS**, funds must be allocated for the continued support of the City's proprietary tax collection/financial computer software systems for the 2016 Calendar Fiscal Year; and

**WHEREAS**, H&L SYSTEMS has agreed to provide these services in the manner specified by the Division of Information Technology; and

**WHEREAS**, H&L SYSTEMS has agreed to provide the following data processing services to the City of Jersey City beginning January 1, 2016 and ending December 31, 2016 :

## **I. Facilities Management/Programming Support**

1. Finance Office for Windows
2. Tax Office for Windows
3. Abatement Office for Windows
4. Web Tax module.

## **II. Terms**

H & L will provide the following to the City of Jersey City:

1. Unlimited (24/7) remote, telephone or web support of system operation procedures.
2. On Site Support as needed.
3. Software Customization that does not alter the system core logic, including but not limited to:
  - a. Modify or enhance the existing software to match the needs of the City.
  - b. Headings to reports.
  - c. Correct malfunctions in current software.
  - d. File Modifications
4. Provide the City with documentation and/or training on H & L Systems Software.
5. Assist users in determining data processing problems related to daily operations.

## **III. Items not included in the maintenance agreement**

New module development.  
New H & L Software products.  
Hardware support.

**TITLE: RESOLUTION AUTHORIZING AN AGREEMENT  
WITH H&L SYSTEMS FOR THE SUPPORT OF  
PROPRIETARY COMPUTER SOFTWARE**

---

**WHEREAS**, the City of Jersey City has received a proposal from **H&L SYSTEMS** in the total amount for a one year period of **\$125,000.00** of which **\$32,000.00** will be available in the temporary budget for this expenditure in accordance with Local Budget Law, N.J.S.A. 40A:4-1 et seq.; and

**WHEREAS**, the City Purchasing Agent has certified that he considers said proposal to be fair and reasonable; and

**WHEREAS**, funds are available in the amount of **\$32,000.00 in Acct. No. 1-201-20-140-314**

**WHEREAS**, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.5 (Pay-to-Play Law); and

**WHEREAS**, **H&L SYSTEMS** has completed and submitted a Business Entity Disclosure Certification which certifies that **H&L SYSTEMS** has not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification in the previous one year and that the contract will prohibit **H&L SYSTEMS** from making any reportable contributions during the term of the contract; and

**WHEREAS**, **H&L SYSTEMS** has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

**WHEREAS**, **H&L SYSTEMS** has submitted it's Certification of Compliance with the City's Pay-To-Play Ordinance 08-128 adopted on September 3, 2008; and

**WHEREAS**, Robert Magro, the City's IT Director, has determined and certified in writing that the value of the contract will exceed \$17,500; and

**WHEREAS**, N.J.S.A. 40A:11-5(1) (dd) authorizes the City to award a contract without public advertising if said contract is for goods or services to support or maintain proprietary computer hardware and software already owned by the City; and

City Clerk File No. Res. 16.053Agenda No. 10.V JAN 27 2016

**TITLE: RESOLUTION AUTHORIZING AN AGREEMENT  
WITH H&L SYSTEMS FOR THE SUPPORT OF  
PROPRIETARY COMPUTER SOFTWARE**

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the said proposal of the aforementioned **H&L SYSTEMS** be accepted and that a contract be awarded to said company in the amount of **\$125,000**, and the City's Purchasing Agent is directed to have such a contract drawn up and executed;

**BE IT FURTHER RESOLVED**, that the term of the contract shall be one year effective as of January 1, 2016;

**BE IT FURTHER RESOLVED**, that upon certification by an official or employee of the City authorized to receive the material pursuant to the contract, that the same has been received and that the requirements of the contract met, then; payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A 40A:5-1 et seq;

**BE IT FURTHER RESOLVED**, the Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, Certification of Compliance with the City's Pay to Play Ordinance and the Determination of Value Certification attached hereto and incorporated herein by reference shall be placed on file with this resolution.

**BE IT FURTHER RESOLVED**, this contract is awarded in accordance with N.J.S.A 40A:11-5 (1) (dd).

**BE IT FURTHER RESOLVED**, the award of this contract shall be subject to the condition that the contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

I, Donna Mauer (Donna Mauer), as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Account Number: **01-201-20-140-314** for payment of the above Resolution.

Requisition No. \_\_\_\_\_

Purchase Order No. 119581

EEO/AA Review \_\_\_\_\_

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1-27-16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			LAVARRO	✓		
KHEMRAJ	✓			OSBORNE	✓			WATTERMEN	✓		
BOGGIANO	✓			COLEMAN	✓			RIVERA	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando Lavarro, President of Council

Robert Byrne, City Clerk



**RESOLUTION FACT SHEET - CONTRACT AWARD**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING AN AGREEMENT WITH H&L SYSTEMS FOR THE SUPPORT OF PROPRIETARY COMPUTER SOFTWARE**

**Project Manager**

Department/Division	Administration	Information Technology
Name/Title	Robert Magro	DP Coordinator
Phone/email	201-547-4274	bobm@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Contract Purpose**

Contract for the support of proprietary computer software provided to the City by H&L Systems. The H&L software is used for Tax Collection as well as City financial transactions.

**Cost (Identify all sources and amounts)**

IT operating budget, \$10,416.66 per month;  
\$125,000 per year, \$32,000 initial  
encumbrance

**Contract term (include all proposed renewals)**

One year

Type of award Support of proprietary software.

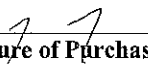
If "Other Exception", enter type

**Additional Information**

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

1-11-16  
Date

  
Signature of Purchasing Director

1/17/16  
Date

## DETERMINATION OF VALUE CERTIFICATION

Robert Magro, of full age, hereby certifies as follows:

1. I am the Data Processing Coordinator of the City of Jersey City (City) Division of Information Technology and have knowledge of the goods and services that the Division of Information Technology needs.
2. The Division of Information Technology requires maintenance of proprietary Tax Collection and Finance System computer application software.
3. The City has determined that a contract for maintenance of these proprietary software products should be awarded pursuant to N.J.S.A. 40A:11-5(1)(dd).
4. **H&L SYSTEMS** can provide the maintenance services for the proprietary software systems used by the City and has submitted a proposal indicating that it will provide the services for the sum of **\$10,416.66 PER MONTH, \$125,000 PER YEAR**
5. The Division of Information Technology's recommendation is to award the contract to **H&L SYSTEMS**.
6. The term of the contract is one year effective as of January 1, 2016.
7. The estimated amount of the contract exceeds \$17,500.00 (\$125,000).
8. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
9. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: 1-11-16

  
Robert Magro, DP Coordinator  
Division of Information Technology



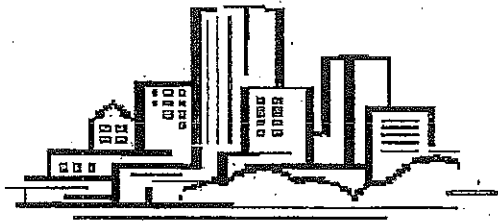
## New Jersey Division of Revenue

Revenue

NJBGS

# On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0567787 FOR H&L SYSTEMS, INC. IS VALID.



# H & L Systems, Inc.

*Empowering County & Local Government through  
Innovative Windows/Web Software Solutions*

## PROPOSAL FOR The City of Jersey City

This proposal dated the 3<sup>rd</sup> day of December 2015, by H & L Systems Inc. with principal place of business at 327 Barcelona Drive, Toms River, New Jersey 08753 to the City of Jersey City a municipality of the State of New Jersey, with its principal place of business at 1 Journal Square Plaza, Jersey City, New Jersey 07306, hereby proposes that the following data processing services will be provided over the Internet by H & L Systems Inc. to the City of Jersey City beginning January 1, 2016 and ending December 31, 2016.

### **I. Facilities Management/Programming Support**

1. Finance Office for Windows
2. Tax Office for Windows
3. Abatement Office for Windows
4. Tax Office for Windows Web Payment Module.

### **II. Terms**

H & L will provide the following to the City of Jersey City:

1. Unlimited (24/7) remote, telephone or web support of system operation procedures.
2. On Site Support as needed.
3. Software Customization that does not alter the system core logic, including but not limited to:  
Modify or enhance the existing software to match the needs of the City.
  - a) Headings to reports.
  - b) Correct malfunctions in current software.
  - c) File Modifications
  - d) State mandated changes
  - e) New releases to Tax Office for Windows, Finance Office for Windows, Abatement Office for Windows and Tax Office for Windows Web Payment Module.
  - f) Appendix A - Tasks performed by H & L Systems, Inc. on an on-going basis.

4. Provide the City with updated documentation and/or training on H & L Systems Software that has been modified.
5. Assist users in determining data processing problems related to daily operations and programming to resolve issues based on findings.

III. Items not included in your maintenance agreement

1. Hardware support.

Any changes and or customization to existing software not provided within the terms of this proposal must be submitted in writing, and must be approved by and between the Head of Software Development at H & L Systems Inc. and The City of Jersey City.

Appendix A

The following is a list of tasks, including but not limited to, performed by H & L Systems, Inc. on an on-going basis:

- Assistance with the Regular Tax and Tax Abatement Billing.
- Assistance with Tax Sale Process twice a year including creating tax sale file, tax sale notices, newspaper advertisement, attending Tax Sale, printing tax sale certificates, creating liens on accounts and addressing any problems that may arise from the sale immediately.
- Assistance with various day to day issues including user data entry errors.
- Assistance with various on demand reporting requests (queries) to assist in management decisions.
- Creation of custom reports when it is determined the query will be run on a regular basis.
- Assistance with creating and printing Claims, Widows, Workers Compensation, Election, Tax Refund and Liability checks several times a month.
- Assistance with discrepancies on any yearly, monthly or daily reports.
- Programming as necessary to try and improve any and all processes.

V. Payment Schedule

Yearly fee..... \$125,000.00

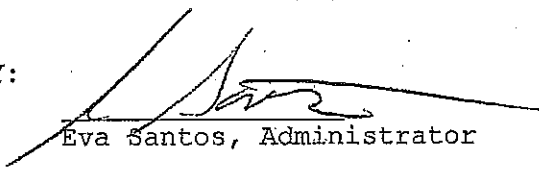
Payments may be made on 12 Monthly Installments as Follows.

Total Monthly Payment.....\$10,416.66

As completed and accepted by The City of Jersey City

H & E Systems, Inc.

BY:

  
Eva Santos, Administrator

ATTESTED BY:

The City of Jersey City

BY: \_\_\_\_\_



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: H&L SYSTEMS, INC.  
Trade Name:  
Address: 327 BARCELONA DR  
TOMS RIVER, NJ 08753-2949  
Certificate Number: 0567787  
Effective Date: October 09, 1990  
Date of Issuance: December 11, 2015

For Office Use Only:

20151211113326020

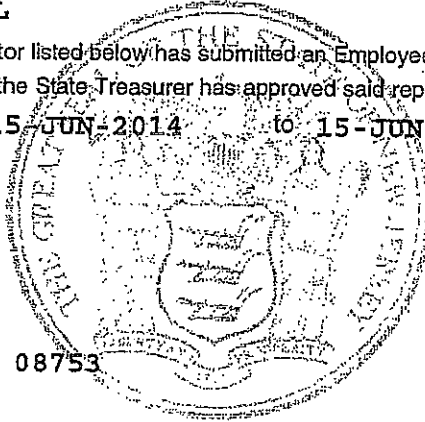
Certification 11116


**CERTIFICATE OF EMPLOYEE INFORMATION REPORT  
RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-JUN-2014** to **15-JUN-2021**

**H & L SYSTEMS INC.  
327 BARCELONA DRIVE  
TOMS RIVER**

**NJ 08753**



  
Andrew P. Sidamon-Eristoff  
State Treasurer



**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR NON-FAIR AND OPEN CONTRACTS**  
**Required Pursuant To N.J.S.A. 19:44A-20.8**  
**CITY OF JERSEY CITY**

**Part I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Election Fund for Steven Fulop (2013)	Councilperson Frank Gajewski
Team Fulop	Councilperson Khemraj "Chico" Ramchar
Team Fulop Runoff	Councilperson Richard Boggiano
Lavarro for Council	Councilperson Michael Yun
Councilperson Joyce E. Watterman	Councilperson Candice Osborne
Councilperson Daniel Rivera	Councilperson Diane Coleman

**Part II - Ownership Disclosure Certification**

☐ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

☐ Partnership    ☒ Corporation    ☐ Sole Proprietorship    ☐ Subchapter S Corporation  
☐ Limited Partnership    ☐ Limited Liability Corporation    ☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address
EVA SANTOS	327 Barcelona DR. TOMS RIVER NJ 08753
NOEL SANTOS	506 PLANT AVE, TOMS RIVER, NJ 08755

**Part 3 - Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: \_\_\_\_\_

Signed: [Signature] Title: Administrator  
 Print Name: EVA SANTOS Date: 12/11/15

Subscribed and sworn before me this 11 day of December, 2015

My Commission expires: 10/28/18

[Signature] (Affiant)  
 (Print name & title of affiant) (Corporate Seal)

**GEORGE MATTHEW VANNELLA**  
 ID # 2439888  
 NOTARY PUBLIC  
 STATE OF NEW JERSEY  
 My Commission Expires October 28, 2018

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

**This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.**

## Part I - Vendor Information

Vendor Name:	NFI Systems Inc		
Address:	327 Barcelona Drive		
City:	Toms River	State:	n.j
		Zip:	08753

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature

Eva SANTOS  
Printed Name

Administrator  
Title

## Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

[illegible]☐ Check here if the information is continued on subsequent page(s)

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY  
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED  
ON SEPTEMBER 3, 2008**

**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that N+I Systems Inc. (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding 1/1/15 - 12/3/15 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract \_\_\_\_\_ (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

**PART II - Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: N+I Systems Inc.

Signed [Signature] Title: Admin

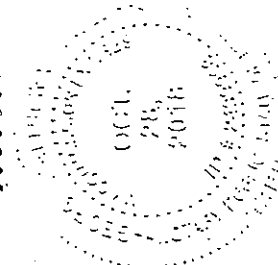
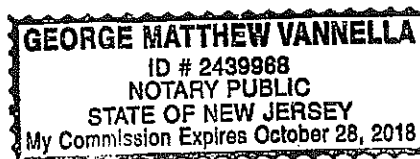
Print Name Eva Santos Date: 12/11/15

Subscribed and sworn before me  
this 11th day of Dec, 2015.

My Commission expires:

10/28/2018

[Signature] (Affiant)  
(Print name & title of affiant) (Corporate Seal)



**\*\*Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.**

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.054

Agenda No. 10.W

Approved: JAN 27 2016

TITLE:

**RESOLUTION AUTHORIZING AN AGREEMENT WITH  
NETWORK MANAGEMENT SOLUTIONS FOR THE SUPPORT  
OF PROPRIETARY COMPUTER HARDWARE AND SOFTWARE**



**COUNCIL**

**offered and moved adoption of the following resolution:**

**WHEREAS**, funds must be allocated for the maintenance of Wide Area and Local Area PC Network proprietary telecommunications hardware and software systems as well as proprietary City email, anti-virus and anti-spam systems; and

**WHEREAS**, **NETWORK MANAGEMENT SOLUTIONS** has agreed to provide these goods and services per specifications of the Division of Information Technology; and

**WHEREAS**, the City of Jersey City has received a proposal from **NETWORK MANAGEMENT SOLUTIONS** (for a one year period, 1-1-16 to 12-31-16) in the amount of **\$13,500** per month, **\$162,000** per year; of which **\$41,000** will be available in the temporary budget for this expenditure in accordance with Local Budget Law, N.J.S.A. 40A:4-1 et. seq; and

**WHEREAS**, the City Purchasing Agent has certified that he considers said proposal to be fair and reasonable; and

**WHEREAS**, funds are available in the amount of **\$41,000.00** in Acct. No. **1-201-20-140-314**

**WHEREAS**, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.5 (Pay-to-Play Law); and

**WHEREAS**, **NETWORK MANAGEMENT SOLUTIONS** has completed and submitted a Business Entity Disclosure Certification which certifies that **NETWORK MANAGEMENT SOLUTIONS** has not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification in the previous one year and that the contract will prohibit **NETWORK MANAGEMENT SOLUTIONS** from making any reportable contributions during the term of the contract; and

**WHEREAS**, **NETWORK MANAGEMENT SOLUTIONS** has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

**WHEREAS**, **NETWORK MANAGEMENT SOLUTIONS** has submitted its Certification of Compliance with the City's Pay-To-Play Ordinance 08-128 adopted on September 3, 2008; and

**WHEREAS**, Robert Magro, the City's DP Coordinator, has determined and certified in writing that the value of the contract will exceed \$17,500; and

**WHEREAS**, N.J.S.A. 40A:11-5(1)dd authorizes the City to award a contract without public advertising if said contract is for goods or services to support or maintain proprietary computer hardware and software already owned by the City.

**TITLE: RESOLUTION AUTHORIZING AN AGREEMENT WITH  
NETWORK MANAGEMENT SOLUTIONS FOR THE SUPPORT  
OF PROPRIETARY COMPUTER HARDWARE AND SOFTWARE**

---

**NOW , THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the said proposal of the aforementioned **NETWORK MANAGEMENT SOLUTIONS** be accepted and that a contract be awarded to said company in the amount of **\$162,000**, and the City's Purchasing Agent is directed to have such a contract drawn up and executed;

**BE IT FURTHER RESOLVED**, that the term of the contract shall be one year effective as of January 1, 2016;

**BE IT FURTHER RESOLVED**, that upon certification by an official or employee of the City authorized to receive the material pursuant to the contract, that the same has been received and that the requirements of the contract met, then; payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq;

**BE IT FURTHER RESOLVED**, the Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, Certification of Compliance with the City's Pay to Play Ordinance and the Determination of Value Certification attached hereto and incorporated herein by reference shall be placed on file with this resolution;

**BE IT FURTHER RESOLVED**, this contract is awarded in accordance with N.J.S.A. 40A:11-5 (1) (dd).

**BE IT FURTHER RESOLVED**, the award of this contract shall be subject to the condition that the contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.; and

City Clerk File No. Res. 16.054Agenda No. 10.W JAN 27 2016

**TITLE: RESOLUTION AUTHORIZING AN AGREEMENT WITH  
NETWORK MANAGEMENT SOLUTIONS FOR THE SUPPORT  
OF PROPRIETARY COMPUTER HARDWARE AND SOFTWARE**

**BE IT FURTHER RESOLVED**, that pursuant to N.J.A.C. 5:30-5.5(a) the continuation of this contract after the expenditure of funds encumbered in the 2016 Fiscal Year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2016 Fiscal Year permanent budget.

I, Donna Mauer (Donna Mauer), as Chief Financial Officer,  
hereby certify that these funds are available for this expenditure in  
Account Number: 01-201-20-140-314 for payment of the above Resolution.

Requisition No. 0172870Purchase Order No. 119530

BEO/AA Review \_\_\_\_\_

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

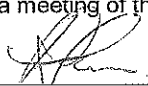
Certification Required ☐Not Required ☐APPROVED 9-0


RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.27.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			LAVARRO	✓		
KHEMRAJ	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			RIVERA	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

  
 Rolando Lavarro, President of Council

  
 Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING AN AGREEMENT WITH NETWORK MANAGEMENT SOLUTIONS FOR THE SUPPORT OF PROPRIETARY COMPUTER HARDWARE AND SOFTWARE**

**Project Manager**

Department/Division	Administration	Information Technology
Name/Title	Robert Magro	DP Coordinator
Phone/email	201-547-4274	bobm@icnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Contract Purpose**

Support services for proprietary hardware and software systems used by City agencies. This includes 24x7, 365 day support of the following: PC network file servers, network routers, switches, firewalls, email servers, LAN/WAN systems, Internet filtering and distribution systems, anti-spam and anti-virus systems, City VOIP telephone systems. Also support services for OPRA requests as well as installation/integration services for new hardware/software systems.

**Cost (Identify all sources and amounts)**

IT operating budget, \$13,500 per month, \$162,000 per year, reimburse via partial payments on a quarterly basis

**Contract term (include all proposed renewals)**

One year

Type of award Support of proprietary IT system

If "Other Exception", enter type

**Additional Information**

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

Signature of Purchasing Director

Date

## DETERMINATION OF VALUE CERTIFICATION

Robert Magro, of full age, hereby certifies as follows:

1. I am the Data Processing Coordinator of the City of Jersey City (City) Division of Information Technology and have knowledge of the goods and services that the Division of Information Technology needs.
2. The Division of Information Technology requires maintenance of proprietary Wide Area and Local Area PC Network telecommunications hardware and software systems as well as proprietary City email, anti-virus and anti-spam systems.
3. The City has determined that a contract for maintenance/management/monitoring of these proprietary PC Network hardware/software systems should be awarded pursuant to N.J.S.A. 40A:11-5(1)(dd).
4. **NETWORK MANAGEMENT SOLUTIONS** can provide the maintenance/management/monitoring services for the proprietary PC Network hardware/software systems used by the City and has submitted a proposal indicating that it will provide the services for the sum of \$13,500 per month, \$162,000 per year.
5. The Division of Information Technology's recommendation is to award the contract to **NETWORK MANAGEMENT SOLUTIONS**.
6. The term of the contract is one year effective as of January 1, 2016.
7. The estimated amount of the contract exceeds \$17,500.00 (\$162,000).
8. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
9. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: 1-6-16

  
Robert Magro, DP Coordinator  
Division of Information Technology



STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON N.J. 08646-0252

TAXPAYER NAME:  
NETWORK MANAGEMENT SOLUTIONS, INC.

ADDRESS:  
1122 RT 22  
MOUNTAINSIDE NJ 07092  
EFFECTIVE DATE:

01/10/86


TRADE NAME:

SEQUENCE NUMBER:

0559986

ISSUANCE DATE:

08/14/06

  
Acting Director  
New Jersey Division of Revenue

FORM: BRC(08-01)

~~This Certificate is NOT assignable or transferable. It must be posted in the business address of the taxpayer.~~



## New Jersey Division of Revenue

Revenue

NJBGS

# On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0659986 FOR NETWORK MANAGEMENT  
SOLUTIONS, INC. IS VALID.

**EXHIBIT A**

**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**Goods, Professional Services and General Service Contracts**  
**(Mandatory Affirmative Action Language)**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed; and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and

**AFFIRMATIVE ACTION COMPLIANCE NOTICE**

N.J.S.A. 10:5-31 and N.J.A.C. 17:27

**GOODS AND SERVICES CONTRACTS**

**(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence:

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: Network Management Solutions

SIGNATURE: Donald R. Seir DATE: 12-28-15

PRINT NAME: Donald R. Seir TITLE: President

AFFIRMATIVE ACTION COMPLIANCE (SAMPLE DOCUMENTS)

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
N.J.S.A. 10:5-31 and N.J.A.C. 17:27 (continued)

use of any recruitment agency which engages in direct or indirect discriminatory practices. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions. The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies that he/she received, read, and is aware of the commitment to comply with:

N.J.S.A. 10:5-31 and N.J.A.C. 17:27

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
Goods, Professional Services and General Service Contracts  
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): David L. Seitz / President

Representative's Signature: David L. Seitz

Name of Company: Network Management Solutions

Tel. No.: 908231 0100 Date: 12/29/15

**APPENDIX A**  
**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

The contractor and the \_\_\_\_\_ of \_\_\_\_\_ (hereafter "owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: \_\_\_\_\_

Representative's Signature: \_\_\_\_\_

Name of Company: \_\_\_\_\_

Fed. No.: 208-222-0400

Date: 12/29/13

**MINORITY/WOMAN BUSINESS ENTERPRISE (MWBE)**

**Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name:

Network Management Solutions

Address:

1122 Route 22 Mountain View NJ 07092

Telephone No.:

908-232-8100

Contact Name:

Donald Feir

Please check applicable category:

☐ Minority Owned

☒ Minority & Woman Owned

☐ Woman Owned

☐ Neither

**Definition of Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**DIVISION OF PURCHASING COPY**

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

**This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.**

## Part I – Vendor Information

Vendor Name:	Network Management Solution,		
Address:	1122 Route 22		
City:	Mt Airy	State:	NC
		Zip:	27092

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature Donald H. Seitz Printed Name Donald H. Seitz Title President

## Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

[illegible]☐ Check here if the information is continued on subsequent page(s)



**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR NON-FAIR AND OPEN CONTRACTS**  
 Required Pursuant To N.J.S.A. 19:44A-20.8  
**CITY OF JERSEY CITY**

**Part I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (v).

Election Fund for Steven Fulop (2013)	Councilperson Frank Gajewski
Team Fulop	Councilperson Khemraj "Chico" Ramchal
Team Fulop Runoff	Councilperson Richard Boggiano
Lavarro for Council	Councilperson Michael Yun
Councilperson Joyce E. Watterman	Councilperson Candice Osborne
Councilperson Daniel Rivera	Councilperson Diane Coleman

**Part II - Ownership Disclosure Certification**

☒ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- ☐ Partnership    
 ☒ Corporation    
 ☐ Sole Proprietorship    
 ☐ Subchapter S Corporation  
☐ Limited Partnership    
☐ Limited Liability Corporation    
☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Donald Seisz	438 Caldwell Dr. Wyckoff, NJ 07481
Victor Alves	17 Williamsburg Drive Roseland, NJ 07068

**Part 3 - Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity will be liable for any penalty permitted under law.

Name of Business Entity: Donald Seisz, Inc.  
 Signed: [Signature] Title: President  
 Print Name: Donald Seisz Date: 12/29/15

Subscribed and sworn before me this <u>27</u> day of <u>Dec.</u> , 2015 <u>[Signature]</u> My Commission expires: _____ <b>ANABELA DE PINHO</b> Notary Public State of New Jersey My Commission Expires April 6, 2020 I.D.# 2452312	<u>[Signature]</u> (Affiant) <u>Donald Seisz, President</u> (Print name & title of affiant) (Corporate Seal)
--	---

## STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☒ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership

☒ Corporation

☐ Sole Proprietorship

☐ Limited Partnership

☐ Limited Liability Corporation

☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: <u>Donald R. Seisz</u>	Name:
Home Address: <u>438 CAIDOWN DR.</u> <u>WYCKOFF, NJ 07481</u>	Home Address:
Name: <u>Victor Alves</u>	Name:
Home Address: <u>12 Williamsburg Drive</u> <u>ROSELAND, NJ 07068</u>	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this 29 day of Dec, 2015.

(Notary Public)

My Commission expires:

**ANABELA DE PINHO**  
Notary Public  
State of New Jersey  
My Commission Expires April 6, 2020  
I.D. # 2452312

(Affiant)

Donald Seisz, President  
(Print name & title of affiant)

(Corporate Seal)

**PUBLIC DISCLOSURE INFORMATION**

Chapter 33 of the Public Laws of 1977 provides that no Corporation or Partnership shall be awarded any State, City, Municipal or Schools District contracts for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a public disclosure information statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein.

**STOCKHOLDERS:**

Name	Address	% owned
Donald R Seitz	47801 Danvers Wyke Rd, N 107481	90
Victor Alver	12 Williamsburg Drive Portland, VT 07068	10

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

SUBSCRIBED AND SWORN TO  
BEFORE ME THIS DAY

December 29 OF 20 15

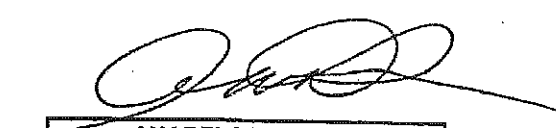
(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF

Union County

MY COMMISSION EXPIRES: 2020 April 6

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).

  
**ANABELA DE PINHO**  
Notary Public  
State of New Jersey  
My Commission Expires April 6, 2020  
I.D.# 2452312

NON COLLUSION AFFIDAVIT  
STATE OF NEW JERSEY  
CITY OF JERSEY CITY

I certify that I am Donald R. Seisz  
of the firm of Network Management Solutions

the bidder making the proposal for the above named project, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the City of Jersey City relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by (N.J.S.A. 52:3A-25)

(Signature of respondent) Donald R. Seisz  
Donald R. Seisz

SUBSCRIBED AND SWORN TO  
BEFORE ME THIS DAY

December 29 OF 20 15

(TYPE OR PRINT NAME OF AFFILIANT UNDER SIGNATURE)

NOTARY PUBLIC OF Union County  
MY COMMISSION EXPIRES: 2020, April 6

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).

Anabela de Pinho  
**ANABELA DE PINHO**  
Notary Public  
State of New Jersey  
My Commission Expires April 6, 2020  
I.D.# 2452312

CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY  
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED  
ON SEPTEMBER 3, 2008

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Network Management Solutions (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding \_\_\_\_\_ (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Network Management Solutions (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Network Management Solutions

Signed

[Signature]

Title:

President

Print Name:

Donald Seisz

Date:

12/29/2015

Subscribed and sworn before me  
this 29 day of Dec, 2015.

My Commission expires:

ANABELA DE PINHO  
Notary Public  
State of New Jersey  
My Commission Expires April 6, 2020  
I.D.# 2452312

[Signature]  
Donald Seisz, President

(Print name & title of affiant) (Corporate Seal)

\*\*Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.

Certification 36024

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT  
RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to NJAC 17.27-11 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-OCT-2011 to 15-OCT-2018

**NETWORK MANAGEMENT SOLUTIONS, INC.**  
**1122 ROUTE 22**  
**MOUNTAINSIDE NJ 07092**



A handwritten signature in black ink, appearing to read "Andrew F. Sidamon-Einstad".

Andrew F. Sidamon-Einstad  
State Treasurer

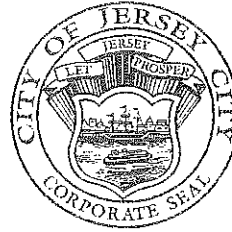
# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.055

Agenda No. 10.X

Approved: JAN 27 2016

TITLE:



## **RESOLUTION AUTHORIZING THE AWARD OF A COMPETITIVELY BID CONTRACT TO ZUCKER SYSTEMS FOR EVALUATING THE LICENSING AND PERMITTING PROCESS IN JERSEY CITY**

### **COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION**

**WHEREAS**, the City of Jersey City ("City") is seeking to better support small businesses and the growth and development of commercial corridors throughout the City; and

**WHEREAS**, the City is seeking to conduct a rigorous assessment of the City's current business licensing and permitting process in an effort to improve workflow management, reduce processing times, increase access to information, and enhance the overall customer experience; and

**WHEREAS**, the City requires the services of a qualified consultant with specific expertise relating to business permitting to provide the above listed assessment and also to develop strategic recommendations to improve the current process and achieve the above listed objectives; and

**WHEREAS**, the City may acquire these services pursuant to the competitive contracting provisions of N.J.S.A. 40A:11-4.1 et seq; and

**WHEREAS**, the competitive contracting process is considered to be a fair and open bid process under the New Jersey Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq; and

**WHEREAS**, the Municipal Council approved Resolution 15-792 on November 10, 2015, authorizing the use of competitive contracting for this purpose; and

**WHEREAS**, the City publicly advertised a Request for Proposals ("RFP") and received six proposals on December 17, 2015; and

**WHEREAS**, a committee appointed by the City's Business Administrator pursuant to N.J.A.C. 5:34-4.3 reviewed the proposals and prepared the report attached hereto recommending that the contract be awarded to Zucker Systems, located at 3038 Udall Street, San Diego, California 92106 as best meeting the City's needs; and

**WHEREAS**, Zucker Systems has agreed to provide and deliver products and services in the manner specified by the Bureau of Innovation; and

**WHEREAS**, the term of the contract is one year and the total amount of the contract shall not exceed \$195,000; and

**WHEREAS**, the City Purchasing Agent has certified that he considers said proposal to be fair and reasonable; and

**WHEREAS**, funds in the amount of \$75,000 are available in account number 02-213-40-580-314; and

**WHEREAS**, the remaining contract funds will be made available in the FY 2016 permanent budget in the grant account for the Bureau of Innovation;

TITLE:

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that:

1. Pursuant to N.J.S.A. 40A:11-4.1 et seq., a contract is awarded to Zucker Systems to provide the City with consulting services in connection with the City's business licensing and permitting process;
2. The amount of the contract is \$195,000 and term is one year commencing on the execution date of the contract by City officials;
3. Subject to such modifications as deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute a contract in substantially the form of the attached;
4. The resolution authorizing the award of this contract and contract itself shall be available for public inspection;
5. Notice of this action shall be published in a newspaper of general circulation within the municipality with 10 days of this award;
6. The award of this contract shall be subject to the condition that Zucker Systems provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.;
7. Upon certification by an official or employee of the City authorized to accept the services pursuant to the contract, that the services have been provided and that the requirements of the contract met, then; payment to the consultant shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.; and
8. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2016 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2016 fiscal year permanent budget and in the subsequent fiscal year budget.

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that funds in the amount of \$75,000.00 are available in Account No. 02-213-40-580-314.

PO #: 119691

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.27.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr.  
Rolando R. Lavarro, Jr., President of Council

Robert Byrne  
Robert Byrne, City Clerk



**RESOLUTION FACT SHEET**

This summary sheet is to be attached to the front of any Resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the Resolution.

**Full Title of Resolution**

**RESOLUTION AUTHORIZING THE AWARD OF A COMPETITIVELY BID CONTRACT TO ZUCKER SYSTEMS FOR EVALUATING THE LICENSING AND PERMITTING PROCESS IN JERSEY CITY**

**Initiator**


Department/Division	Office of the Mayor	Bureau of Innovation
Name/Title	Brian Platt	Director of Innovation
Phone/email	BPlatt@jcnj.org	201-988-2432

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose**

Awards contract for an expert consultant to evaluate and provide recommendations to improve Jersey City's business permitting and licensing processes. This contract was procured through competitive contracting provisions of N.J.S.A. 40A:11-4.1 et seq. which included a public Request for Proposals (RFP) issued November 10, 2015. 6 proposals were received in response to this RFP.

I certify that all the facts presented herein are accurate.

  
\_\_\_\_\_  
Signature of Department Director

1/15/16  
\_\_\_\_\_  
Date



CITY OF JERSEY CITY  
OFFICE OF INNOVATION

CITY HALL | 280 GROVE STREET | RM 213 | JERSEY CITY, NJ 07302  
P: 201 547 6587

STEVEN M. FULOP  
MAYOR OF JERSEY CITY

To: Council President and Council Members  
From: Brian Platt, Director, Office of Innovation  
Date: January 14, 2016  
RE: Memo of Recommendation of Award for Contract for Permitting/Licensing Consultants

After a thorough and open RFP process, the evaluation committee unanimously recommends Zucker Systems be awarded the contract to evaluate the permitting and licensing process.

*What was the process for issuing this RFP?*

The Office of Innovation has finished evaluating the responses to the RFP for Consultants to evaluate the permitting and licensing processes in Jersey City. The municipal council approved Resolution 15-792 authorizing competitive contracting on November 10, 2015. The RFP opened on November 24, 2015 and closed on December 17, 2015 with 6 responses. The evaluation committee met on December 28, 2015 and selected Zucker Systems based on their extensive public sector experience, superior evaluation methods, and comprehensive project plan for this engagement. Zucker Systems was the top ranked choice of everyone on the evaluation committee.

*What will the contract cost the city?*

The total price of the contract is a flat fee of \$195,000. The project is expected to take approximately 8 months, culminating in a final report for the City that includes strategic recommendations to improve the City's licensing and permitting processes. Funds have been set aside for this contract in an encumbrance fund under requisition number 0171749 from account 02-213-40-580-314. The fund currently has \$75,000 in it and we will add \$120,000 to the fund in March 2016 to cover the full contract amount.

*What were the evaluation criteria?*

Required Format - 22 points  
Prior Experience and References - 18 points  
Sample Deliverables - 15 points  
Cost - 10 points  
Project Plan and Timeline - 30 points  
Diversity and EEO - 5 points

*Who served on the evaluation committee?*

Annie Burtoff, Office of Innovation, Mayor's Office  
Aaron Wade, Office of Innovation, Mayor's Office  
Brianna Lawrence, Office of Innovation, Mayor's Office

*What were the final scores of the evaluations?*

	Zucker	ZCO	Management Partners	Daniel Penn	Gartner	IQ BG
A. Burtoff	87.50	74.50	79.00	70.38	81.50	40.63
A. Wade	74.13	74.00	63.13	62.80	45.38	39.88
B. Lawrence	82.50	76.38	81.00	82.50	70.50	59.00
TOTAL AVERAGE	81.38	74.96	74.38	71.89	65.79	46.50

*Summary of Responses in Ranked Order:*

**1. Zucker Systems - 81.38**

This firm issued a superior proposal, with a comprehensive project plan and stellar work samples and references. They have extensive public sector experience, having completed similar projects for cities all over the United States. Zucker Systems was the top choice of all members of the evaluation committee. The committee also spoke to their listed references who highly recommended this consulting firm. For all these reasons, they were chosen as the winning proposal.

**2. ZCO - 74.96**

This firm submitted a reasonable proposal but does not appear to have experience conducting this particular type of assessment on permitting and licensing processes. Most of their work experience is in IT consulting.

**3. Management Partners - 74.38**

This firm submitted a reasonable proposal and has experience in this area but did not include a sample work deliverable.

**4. Daniel Penn - 71.89**

This firm does not appear to have significant experience evaluating permitting and licensing offices and did not include a sample work deliverable.


**5. Gartner - 65.79**

This firm has a very experienced team but the scope of work exceeds a reasonable cost and timeframe relative to the other proposals received.

**6. IQ BG - 46.5**

This proposal does not align with the City's core objectives for this project. The project plan is not comprehensive or complete. They do not appear to have any experience in this area.

Sincerely,



Brian Platt  
Director, Office of Innovation

Enclosures:  
Completed Evaluation Rubrics

Permitting/Licensing Consultant RFP Response Evaluations (Rate 0-2 for each individual item (do not fill in gray rows))	Zucker	Gartner	Management Partners	ZCO	Daniel Penn	IQ BG
<b>REQUIRED FORMAT (22 pts)</b>	22.0	21.0	21.0	21.5	20.0	16.5
Title page and contact information	2.00	2.00	2.00	2.00	2.00	2.00
Table of contents and checklist documents	2.00	2.00	2.00	2.00	2.00	2.00
Executive summary	2.00	1.00	2.00	2.00	2.00	0.50
Background	2.00	2.00	2.00	2.00	2.00	2.00
Objectives	2.00	2.00	2.00	2.00	2.00	1.00
Project approach, organization, workplan	2.00	2.00	2.00	1.50	2.00	1.00
Key Dates and Deliverables	2.00	2.00	2.00	2.00	2.00	1.00
City responsibility/assumptions	2.00	2.00	2.00	2.00	2.00	2.00
Staffing	2.00	2.00	2.00	2.00	2.00	1.00
Timing & fees	2.00	2.00	2.00	2.00	2.00	2.00
Appendices/other	2.00	2.00	1.00	2.00	0.00	2.00
<b>PRIOR EXPERIENCE AND REFERENCES (18 pts)</b>	18.0	18.0	18.0	6.8	13.5	2.3
Respondents are required to provide a list of current and/or former engagements/studies with public sector clients (if not available, this list may include private sector clients)	2.00	2.00	2.00	0.75	1.50	0.25
<b>SAMPLE DELIVERABLES (15 pts)</b> Respondents should provide at least one sanitized sample of each of the analyses described in Section 3, plus any additional analyses that the respondents feels will also be relevant and applicable. Respondents will be evaluated based primarily on quality of analysis and not on volume or formatting of presentation, although formatting will be a factor.	15.0	15.0	0.0	7.5	0.0	7.5
	2.00	2.00	0.00	1.00	0.00	1.00
<b>COST (10 pts)</b>	10.0	5.0	10.0	8.8	9.4	6.9
Detailed cost breakdown provided that includes a total project cost as well as cost of each component of the project	2.00	2.00	2.00	1.50	2.00	1.75
Cost appropriate to scope of project	2.00	0.00	2.00	2.00	1.75	1.00
<b>PROJECT PLAN AND TIMELINE (30 pts)</b>	22.5	22.5	30.0	30.0	22.5	7.5
Proposals featuring aggressive but realistic time frames for completion will be viewed more favorably. The City will require an initial substantial deliverable within 2 months from the start of the project. Additionally, Proposals should meet the following guidelines: - Proposals should assure the City that they rely on proven methods as demonstrated by a successful track record of past engagements - Project plans should be reflective of the City as a unique environment with a variety of stakeholders to be included - Project plan should include clearly defined workflows	1.50	1.50	2.00	2.00	1.50	0.50
<b>DIVERSITY AND EEO (5 pts)</b>	0.0	0.0	0.0	0.0	5.0	0.0
Diversity and EEO	0.00	0.00	0.00	0.00	2.00	0.00
<b>Total Score</b>	87.50	81.50	79.00	74.50	70.38	40.63
<b>RANK</b>	1	2	3	4	5	6

Permitting/Licensing Consultant RFP Response Evaluations (Rate 0-2 for each individual item (do not fill in gray rows))	Zucker	ZCO	Managem ent Partners	Daniel Penn	Gartner	IQ BG
<b>REQUIRED FORMAT (22 pts)</b>	<b>19.25</b>	<b>17.50</b>	<b>16.75</b>	<b>20.75</b>	<b>22.00</b>	<b>11.25</b>
Title page and contact information	2.00	2.00	2.00	2.00	2.00	2.00
Table of contents and checklist documents	2.00	2.00	1.00	2.00	2.00	2.00
Executive summary	2.00	2.00	2.00	2.00	2.00	0.75
Background	2.00	0.75	0.75	2.00	2.00	0.75
Objectives	2.00	2.00	2.00	2.00	2.00	1.00
Project approach, organization, workplan	2.00	1.00	2.00	2.00	2.00	0.50
Key Dates and Deliverables	2.00	2.00	2.00	2.00	2.00	1.00
City responsibility/assumptions	2.00	2.00	2.00	2.00	2.00	0.50
Staffing	2.00	0.75	1.00	1.75	2.00	1.00
Timing & fees	0.75	2.00	2.00	2.00	2.00	0.75
Appendices/other	0.50	1.00	0.00	1.00	2.00	1.00
<b>PRIOR EXPERIENCE AND REFERENCES (18 pts)</b>	<b>18.00</b>	<b>9.00</b>	<b>4.50</b>	<b>10.80</b>	<b>9.00</b>	<b>6.75</b>
Respondents are required to provide a list of current and/or former engagements/studies with public sector clients (if not available, this list may include private sector clients)	2.00	1.00	0.50	1.20	1.00	0.75
<b>SAMPLE DELIVERABLES (15 pts)</b>	<b>15.00</b>	<b>7.50</b>	<b>9.38</b>	<b>3.75</b>	<b>5.63</b>	<b>3.75</b>
Respondents should provide at least one sanitized sample of each of the analyses described in Section 5, plus any additional analyses that the respondents feels will also be relevant and applicable. Respondents will be evaluated based primarily on quality of analysis and not on volume or formatting of presentation, although formatting will be a factor.	2.00	1.00	1.25	0.50	0.75	0.50
<b>COST (10 pts)</b>	<b>6.88</b>	<b>10.00</b>	<b>10.00</b>	<b>7.50</b>	<b>5.00</b>	<b>3.13</b>
Detailed cost breakdown provided that includes a total project cost as well as cost of each component of the project	2.00	2.00	2.00	2.00	2.00	1.00
Cost appropriate to scope of project	0.75	2.00	2.00	1.00	0.00	0.25
<b>PROJECT PLAN AND TIMELINE (30 pts)</b>	<b>15.00</b>	<b>30.00</b>	<b>22.50</b>	<b>15.00</b>	<b>3.75</b>	<b>15.00</b>
Proposals featuring aggressive but realistic time frames for completion will be viewed more favorably. The City will require an initial substantial deliverable within 2 months from the start of the project. Additionally, Proposals should meet the following guidelines: - Proposals should assure the City that they rely on proven methods as demonstrated by a successful track record of past engagements - Project plans should be reflective of the City as a unique environment with a variety of stakeholders to be included - Project plan should include clearly defined workflows	1.00	2.00	1.50	1.00	0.25	1.00
<b>DIVERSITY AND EEO (5 pts)</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>5.00</b>	<b>0.00</b>	<b>0.00</b>
Diversity and EEO	0.00	0.00	0.00	2.00	0.00	0.00
<b>Total Score</b>	<b>74.13</b>	<b>74.00</b>	<b>63.13</b>	<b>62.80</b>	<b>45.38</b>	<b>39.88</b>
<b>RANK</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>

Permitting/Licensing Consultant RFP Response Evaluations (Rate 0-2 for each individual item (do not fill in gray rows))	Zucker	Daniel Penn	Management Partners	ZCO	Gartner	IQ
<b>REQUIRED FORMAT (22 pts)</b>	22.00	22.00	18.00	19.25	20.00	17.50
Title page and contact information	2.00	2.00	2.00	2.00	2.00	2.00
Table of contents and checklist documents	2.00	2.00	1.00	2.00	2.00	2.00
Executive summary	2.00	2.00	2.00	1.50	2.00	0.00
Background	2.00	2.00	1.00	1.50	2.00	1.00
Objectives	2.00	2.00	1.00	1.00	2.00	2.00
Project approach, organization, workplan	2.00	2.00	1.00	1.75	2.00	1.50
Key Dates and Deliverables	2.00	2.00	2.00	2.00	1.00	1.00
City responsibility/assumptions	2.00	2.00	2.00	2.00	2.00	2.00
Staffing	2.00	2.00	2.00	2.00	2.00	2.00
Timing & fees	2.00	2.00	2.00	2.00	1.00	2.00
Appendices/other	2.00	2.00	2.00	1.50	2.00	2.00
<b>PRIOR EXPERIENCE AND REFERENCES (18 pts)</b>	18.00	18.00	18.00	9.00	18.00	9.00
Respondents are required to provide a list of current and/or former engagements/studies with public sector clients (if not available, this list may include private sector clients)	2.00	2.00	2.00	1.00	2.00	1.00
<b>SAMPLE DELIVERABLES (15 pts)</b>	15.00	0.00	0.00	13.13	7.50	15.00
Respondents should provide at least one sanitized sample of each of the analyses described in Section 5, plus any additional analyses that the respondents feels will also be relevant and applicable. Respondents will be evaluated based primarily on quality of analysis and not on volume or formatting of presentation, although formatting will be a factor.	2.00	0.00	0.00	1.75	1.00	2.00
<b>COST (10 pts)</b>	7.50	7.50	10.00	5.00	5.00	5.00
Detailed cost breakdown provided that includes a total project cost as well as cost of each component of the project	2.00	2.00	2.00	0.00	2.00	1.00
Cost appropriate to scope of project	1.00	1.00	2.00	2.00	0.00	1.00
<b>PROJECT PLAN AND TIMELINE (30 pts)</b>	15.00	30.00	30.00	30.00	15.00	7.50
Proposals featuring aggressive but realistic time frames for completion will be viewed more favorably. The City will require an initial substantial deliverable within 2 months from the start of the project. Additionally, Proposals should meet the following guidelines: - Proposals should assure the City that they rely on proven methods as demonstrated by a successful track record of past engagements - Project plans should be reflective of the City as a unique environment with a variety of stakeholders to be included - Project plan should include clearly defined workflows	1.00	2.00	2.00	2.00	1.00	0.50
<b>DIVERSITY AND EEO (5 pts)</b>	5.00	5.00	5.00	0.00	5.00	5.00
Diversity and EEO	2.00	2.00	2.00	0.00	2.00	2.00
<b>Total Score</b>	82.50	82.50	81.00	76.38	70.50	59.00
<b>RANK</b>	1	1	3	4	5	6

## AGREEMENT

AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2016 between the CITY OF JERSEY CITY, a Municipal Corporation of the State of New Jersey ("City"), City Hall, 280 Grove Street, Jersey City, New Jersey 07302, and Zucker Systems ("Zucker Systems" or "Consultant"), 3038 Udall Street, San Diego, California 92106

WHEREAS, the City is seeking to better support small businesses and the growth and development of commercial corridors throughout the City; and

WHEREAS, the City is seeking to conduct a rigorous assessment of the City's current business licensing and permitting process in an effort to improve workflow management, reduce processing times, increase access to information, and enhance the overall customer experience; and

WHEREAS, the City requires the services of a qualified consultant with specific expertise relating to business permitting to provide the above listed assessment and also to develop strategic recommendations to improve the current process and achieve the above listed objectives; and

WHEREAS, Resolution 15-792, approved on November 10, 2015, authorized the City to use the Competitive Contracting Law, N.J.S.A. 40A:11-4.1 et seq., to award a contract for the purposes described herein; and

WHEREAS, the City publicly advertised for bids and received six proposals; and

WHEREAS, a committee appointed by the City's Business Administrator pursuant to N.J.A.C. 5:34-4.3 reviewed the proposals and prepared a report recommending that the contract be awarded to Zucker Systems; and

WHEREAS, the total contract amount shall not exceed \$195,000.00; and

WHEREAS, Resolution \_\_\_\_\_ approved on \_\_\_\_\_, 2016 authorized this Agreement between the City and Zucker Systems;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:



ARTICLE I  
Purpose of Agreement

The purpose of this Agreement is for the Consultant to conduct an assessment of the City's current business licensing and permitting process and to develop strategic recommendations to improve the current process.

ARTICLE II  
Scope of Services

1. Consultant shall perform for the all the services as described in the City's Request for Proposals (RFP) (Exhibit "A"), and the Consultant's Proposal dated December 17, 2015 (Exhibit "B"), which are attached hereto and incorporated herein by reference (Contract Documents). The contract consists of this Agreement and the Contract Documents. This Agreement and the Contract Documents are intended to complement and supplement each other. In the event that there is a conflict or discrepancy between the provisions of this Agreement and the Contract Documents, the provisions of this Agreement shall govern over the provisions of the Contract Documents and the provisions of the City's RFP shall govern over the Consultant's Proposal.

2. The scope of services to be performed shall not be materially different from, or more or less extensive, than those specified above unless such modifications are reduced in writing and signed by authorized representatives of the City and Contractor. Any modifications which increase the compensation of Contractor shall require the prior authorization of the governing body of the City.

ARTICLE III  
Term

1. The term of this Agreement shall be one year commencing of the date this Agreement is executed by City officials.

ARTICLE IV  
Contractual Relationship

1. In performing the services under this agreement, Consultant shall operate and have the status of an independent contractor and shall not act as an agent or employee of City. As an independent contractor, Consultant shall be solely responsible for determining the means and methods of performing the consulting services described in the Scope of Services.

2. Consultant shall perform the services to be furnished under this Agreement with the degree of skill and care that is required by customarily accepted competent professional practices to assure that all work is correct and appropriate for the purposes intended.

#### ARTICLE V Compensation and Payment

1. In exchange for performing the services describe in Article II herein, the Consultant shall receive a total contract amount not to exceed \$195,000.00, including fees and expenses. Compensation shall be payable upon submission and verification of monthly invoices to the Director of the City's Office of Innovation. Each invoice shall include a description of all services and materials for which the invoice is being submitted. Consultant understands that each invoice must be submitted to the Governing Body of the City for approval prior to payment. The Governing Body meets on the second and fourth Wednesdays of each month. The processing time for payment is approximately three weeks.

#### ARTICLE VI Insurance

1. Consultant shall purchase and maintain the following insurance during the terms of this Contract:

A. Comprehensive General Liability in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 in aggregate; including Products & Completed Operations coverage.

B. Workmen's Compensation with State of New Jersey statutory limits and Employer's Liability in the amount of \$1,000,000.00.

C. Automobile Liability in the amount of \$1,000,000.00 combined single limit.

D. Professional Liability in the amount of \$2,000,000.00 per occurrence and in aggregate.

E. Cyber Liability in the amount of \$2,000,000.00 per occurrence and in aggregate. Said policy shall include an endorsement whereby Consultant indemnifies and holds harmless the City, its respective employees and all claims against any of them arising solely out of the negligent performance of services or caused by error, omission, or negligent act of the Consultant or any one employed by the Consultant.

2. Consultant agrees to procure and maintain insurance of the kinds and in the amounts hereinabove provided in insurance companies authorized to do business in the State of New Jersey, as rated in the Best Key Rating Guide for Property and Casualty covering all operations under this Contract.

Consultant shall furnish the City certificates of each insurance upon execution of this Contract.

3. The insurance policies described in this Article shall be kept in force for the period specified below.

All coverage should remain in effect for the term of the contract.

#### ARTICLE VII Termination for Cause

1. Should a dispute arise between the City and Consultant, and if, after a good faith effort resolution, the dispute is not resolved, either party may terminate the contract by providing 30 days' written notice to the other party. Notwithstanding the foregoing, the City reserves the right to cancel the contract at its convenience by providing 30 days' written notice to the Consultant. Consultant shall be paid the amount earned by or reimbursable to Consultant hereunder to the time specified in said notice. Consultant shall have no further claim against the City with respect thereto.

#### ARTICLE VIII Arbitration

1. Any disputes or claims arising out of this agreement or breach thereof shall be decided upon a mutually agreed upon single arbitrator appointed in accordance with the rules of the American Arbitration Association. The Arbitrator shall be bound by the terms of this agreement and shall issue a written opinion explaining the reasons for this award.

2. A demand for arbitration shall be in writing no later than 5 days after the written decision of the City of Jersey City Business Administrator on any claim or dispute covered by this Agreement.

#### ARTICLE IX Indemnity

1. The Consultant shall indemnify and hold harmless the City from and against all claims, damages, losses, and expenses including all reasonable counsel fees incurred by the City for any of the aforesaid claims that may result or arise directly or indirectly, from or by reason of the performance of the contract or from any act or omission by the Consultant, its agents, servants, and/or employees that result in any loss of life or property or in any injury or damage to persons or property.

ARTICLE X  
Entire Agreement

1. This Agreement constitutes the entire agreement between City and Consultant. It supersedes all prior or contemporaneous communications, representations of agreement, whether oral or written with respect to the subject matter thereof and has been induced by no representations, statements or agreements other than those herein expressed. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.

2. This Agreement shall in all respects be interpreted and construed and the rights of the party thereto shall be governed by the laws of the State of New Jersey.

ARTICLE XI  
Assignment

Consultant shall make no assignment nor transfer this Agreement or assign or transfer any part of the work under this Agreement without the written consent of the City. This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives and assigns.

ARTICLE XII  
Notice

All notices or other communications given hereunder shall be in writing and shall be deemed to be duly given if delivered to:

Robert Kakoleski  
City Business Administrator  
City Hall  
280 Grove Street  
Jersey City, NJ 07302

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ARTICLE XIII  
Compliance with Affirmative Action Plan

(a) If the Agreement exceeds \$40,000.00, it shall be subject to the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

(b) This Agreement shall not become effective and Contractor shall provide no services under this Agreement until it has executed the following documents:

1. A supplemental Affirmative Action Agreement pursuant to N.J.S.A. 10:5-31 et seq. (for contracts which exceed \$40,000.00). The Affirmative Action Agreement is attached hereto as Exhibit "B" and is incorporated herein by reference.

2. An Affirmative Action Employee Information Report (form AA-302) (for contracts which exceed \$40,000.00).

ARTICLE XIV  
New Jersey Business Registration Requirements

The Contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the Contractor.

Before final payment on the contract is made by the contracting agency, the Contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the Contractor and each of its affiliates and a subcontractor and each of its affiliates (N.J.S.A. 52:32-44(g)(3)) shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L. 2001, c. 134 (C.52:32-44 et seq.) of subsection e. or f. of section 92 of P.L. 1977, c. 110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty

of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

ARICLE XV  
City of Jersey City Lobbyist Disclosure Ordinance

This contract was awarded in accordance with the provisions of the City's Disclosure of Lobbyist Representative Status Ordinance §3-9.1 et seq. adopted on June 12, 2002. As such the undersigned does hereby attest that Consultant either did not retain the services of a lobbyist to lobby on behalf of the Consultant for the award of this contract, or if a lobbyist was retained by the Consultant for such purposes, the Consultant's lobbyist, prior to commencing his/her lobbying activities, filed a notice of lobbyist representative status form with the City Clerk. Any Consultant whose lobbyist failed to comply with the provisions of Ordinance §3-9.1 et seq. following notice and an opportunity to be heard, shall be disqualified from entering into contracts with the City for a period of two (2) years for each violation.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

Attest:

City of Jersey City

\_\_\_\_\_  
Robert Byrne, City Clerk

\_\_\_\_\_  
Robert Kakoleski, Acting Business  
Administrator

Attest:

Zucker Systems

\_\_\_\_\_

\_\_\_\_\_

DLN	N0000008220
Sequence Number	
Filing Date	01/18/2016
Authorized Representative	Paul Zucker
Business Name	Zucker Systems
EIN Number	###-###-188/001
Trade Name on Certificate	
Other Trade Names	
Date of Registration filing	01/18/2016
Business Location	3038 Udall Street San Diego CA 92106
Mailing Name and Address	Paul Zucker 3038 Udall Street San Diego CA 92106
Business Code	2754
Principal Product or Service	Management Consulting
Principal Activity	Consulting for Cities and Counties
Industrial Code	
NAICS Code	541612
Number of Workers	
Ownership Type	
Last Month of Fiscal Year	December
State of Incorporation	CA
Is a subsidiary	No
Owners	Paul Zucker Owner (Owns 100%) ###-##-5762 3038 Udall St San Diego CA 92106
Contact Name	Paul Zucker
Title	Pres.
Email	paul@zuckersystems.com
Daytime Phone	(619) 804 - 1769
Evening Phone	

CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY  
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED  
ON SEPTEMBER 3, 2008

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Zucker Systems (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding Zucker Systems (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Zucker Systems

Signed [Signature] Title: President

Print Name Paul Zucker Date: 12-15-2015

Subscribed and sworn before me this 14th day of Dec 2015 [Signature]  
(Affiant)

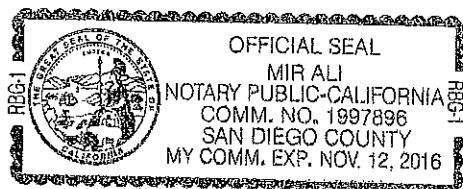
My Commission expires: 11-12-16 (Print name & title of affiant) (Corporate Seal)

[Signature]

PAUL ZUCKER

MIR ALI

\*\*Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.





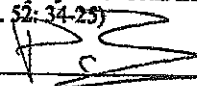
NON COLLUSION AFFIDAVIT  
STATE OF NEW JERSEY  
CITY OF JERSEY CITY ss:

I certify that I am Paul Zucker

of the firm of Zucker Systems

the bidder making the proposal for the above named project, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the City of Jersey City relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by (N.J.S.A. 52: 34-25)

(Signature of respondent) 

SUBSCRIBED AND SWORN TO  
BEFORE ME THIS DAY

14<sup>th</sup> DEC OF 20 15

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

PAUL ZUCKER

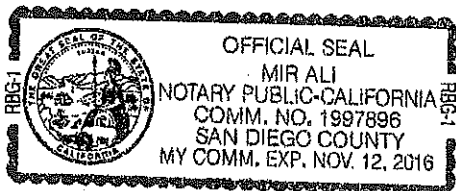
NOTARY PUBLIC OF CA

MY COMMISSION EXPIRES: 20 11-12-16

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).



MIR ALI



**PUBLIC DISCLOSURE INFORMATION**

N.J.S.A. 52:25-24.2 provides that no Corporation or Partnership shall be awarded any State, City, Municipal or Schools District contracts for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a public disclosure information statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein.

If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, exceeding the 10% ownership criteria has been listed.

Sole Proprietor — PAUL ZUCKER

**STOCKHOLDERS:**

ZUCKER SYSTEMS

Name	Address	% owned

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

President

SUBSCRIBED AND SWORN TO  
BEFORE ME THIS DAY

14th DEC 15  
OF 20

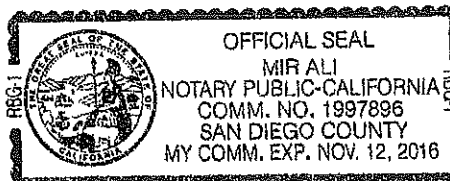
(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

PAUL ZUCKER

NOTARY PUBLIC OF

MY COMMISSION EXPIRES: 2015

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).



MIR ALI



## State of New Jersey

CHRIS CHRISTIE  
*Governor*  
KIM GUADAGNO  
*Lt. Governor*

DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE & PROPERTY  
CONTRACT COMPLIANCE AUDIT UNIT  
EEO MONITORING PROGRAM  
P.O. BOX 206  
TRENTON, NJ 08625-0206

ANDREW P. SIDAMON-ERISTOFT  
*State Treasurer*

### ISSUANCE OF CERTIFICATE OF EMPLOYEE INFORMATION REPORT

Enclosed is your Certificate of Employee information Report (hereinafter referred to as the "Certificate" and issued based on the Employee Information Report (AA-302) form completed by a representative of your company or firm. Immediately upon receipt, this certificate should be forwarded to the person in your company or firm responsible for ensuring equal employment opportunity and/or overseeing the company or firm's contracts with public agencies. Typically, this person may be your company or firm's Human Resources Manager, Equal Employment Opportunity Officer or Contract Administrator. If you do not know to whom the certificate should be forward, kindly forward it to the head of your company or firm. Copies of the certificate should also be distributed to all facilities of your company or firm who engage in bidding on public contracts in New Jersey and who use the same federal identification number and company name. The certificate should be retained in your records until the date it expires. This is very important since a request for a duplicate/replacement certificate will result in a \$75.00 fee.

On future successful bids on public contracts, your company or firm must present a photocopy of the certificate to the public agency awarding the contract after notification of the award but prior to execution of a goods and services or professional services contract. Failure to present the certificate within the time limits prescribed may result in the awarded contract being rescinded in accordance with N.J.A.C. 17:27-4.3b.

Please be advised that this certificate has been approved only for the time periods stated on the certificate. As early as ninety (90) days prior to its expiration, the Division will forward a renewal notification. Upon the Division's receipt of a properly completed renewal application and \$150.00 application fee, it will issue a renewal certificate. In addition, representatives from the Division may conduct periodic visits and/or request additional information to monitor and evaluate the continued equal employment opportunity compliance of your company or firm. Moreover, the Division may provide your company or firm with technical assistance, as required. Please be sure to notify the Division immediately if your company's federal identification number, name or address changes.

If you have any questions, please call (609) 292-5473 and a representative will be available to assist you.

Enclosure(s) (AA-01 Rev. 11/11)

# Sample Employee Information Report Form AA302

Form AA302  
Rev. 11/11

## STATE OF NEW JERSEY Division of Purchase & Property Contract Compliance Audit Unit EEO Monitoring Program

### EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SIGN THE REQUIRED STATEMENT MAY DELAY REWARD OF YOUR CERTIFICATE. DO NOT SUBMIT LESS-1 REPORT FOR SECTION 2, ITEM 11. For instructions on completing the form, go to <http://www.state.nj.gov/eo/eo.htm> or call 1-800-942-2600.

#### SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input type="checkbox"/> 1. LARGE <input checked="" type="checkbox"/> 2. SMALL <input type="checkbox"/> 3. RETAIL <input type="checkbox"/> 4. OTHER	3. TOTAL NO. EMPLOYED IN THE ENTIRE COMPANY 6
4. COMPANY NAME Zucker Systems		
5. ADDRESS 3038 Udall St. San Diego, San Diego, CA 92106		
6. NAME OF PARENT OR AFFILIATED COMPANY OF FID. NO. (INDICATE) CITY STATE ZIP CODE None		

7. CHECK ONE IS THE COMPANY: <input checked="" type="checkbox"/> 1. NEW OR RECENTLY FORMED EMPLOYER <input type="checkbox"/> 2. ESTABLISHED EMPLOYER	8. IF NEW OR RECENTLY FORMED EMPLOYER, STATE THE NUMBER OF EMPLOYEES IN ALL TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDING THE CONTRACT IS: 1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100. 101. 102. 103. 104. 105. 106. 107. 108. 109. 110. 111. 112. 113. 114. 115. 116. 117. 118. 119. 120. 121. 122. 123. 124. 125. 126. 127. 128. 129. 130. 131. 132. 133. 134. 135. 136. 137. 138. 139. 140. 141. 142. 143. 144. 145. 146. 147. 148. 149. 150. 151. 152. 153. 154. 155. 156. 157. 158. 159. 160. 161. 162. 163. 164. 165. 166. 167. 168. 169. 170. 171. 172. 173. 174. 175. 176. 177. 178. 179. 180. 181. 182. 183. 184. 185. 186. 187. 188. 189. 190. 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991. 992. 993. 994. 995. 996. 997. 998. 999. 1000.
--	--

#### SECTION B - EMPLOYMENT DATA

1. Report all positions, temporary and part-time employees ON YOUR OWN PAYROLL. Check the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories. In column 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT EMPLOYEES/NON-MINORITY EMPLOYEES										TOTAL			
	COL. 1 TOTAL (LINE 1)	COL. 2 MALE	COL. 3 FEMALE	BLACK	Hispanic	INDIAN	ASIAN	NON MIN.	BLACK	Hispanic	INDIAN	ASIAN	NON MIN.	BLACK	Hispanic	INDIAN	ASIAN
Officials/Managers	1	1						1									
Professionals	4	3	1					3									1
Technicians																	
Skilled Workers																	
Office & Clerical	1		1														1
Craftworkers (Skilled)																	
Operations (Unskilled)																	
Laborers (Unskilled)																	
Service Workers																	
TOTAL																	
Total employees from previous (Sum of 1-10)																	
Temporary & Part-Time Employees																	

The data below are NOT included in the figures for the appropriate categories above.

11. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input checked="" type="checkbox"/> 1. Visual Survey <input type="checkbox"/> 2. Employees Record <input type="checkbox"/> Other (Specify)	12. IS THIS THE FIRST Employment (after previous Request for Data)? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	13. IF NO, DATE LAST REPORT SUBMITTED NO. DAY, YEAR
14. DATE OF PAYROLL PERIOD USED: From Dec 1 To Dec 30, 2015		

#### SECTION C - SIGNATURE AND IDENTIFICATION

15. NAME OF PERSON COMPLETING FORM (Print or Type) Paul Zucker	TITLE President	DATE 12/15/2015
17. ADDRESS NO. & STREET 3038 Udall St	CITY San Diego	STATE San Diego
ZIP CODE 92106	PHONE AREA CODE NO. EXTENSION 619 -804 -1769	

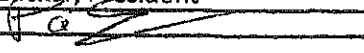
**APPENDIX A**  
**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

The contractor and the \_\_\_\_\_ of \_\_\_\_\_ (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: Paul Zucker, President  
Representative's Signature:   
Name of Company: Zucker Systems  
Tel. No.: 619-804-1769 Date: 12-15-2015

**EXHIBIT A (Continuation)**

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

**EXHIBIT A**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**Goods, Professional Services and General Service Contracts**  
**(Mandatory Affirmative Action Language)**

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Paul Zucker, President

Representative's Signature: 

Name of Company: Zucker Systems

Tel. No.: 619-804-1769

Date: 12-15-2015

**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Zucker Systems  
Address : 3038 Udall St. San Diego, CA 92106  
Telephone No. : 619-804-1769  
Contact Name : Paul Zucker

Please check applicable category :

☐ Minority Owned Business (MBE)      ☐ Minority & Woman Owned Business (MWBE)  
☐ Woman Owned business (WBE)      ☒ Neither

**Definitions  
Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**OFFICE OF EQUAL OPPORTUNITY COPY**

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.056

Agenda No. 10.Y

Approved: JAN 27 2016

TITLE:



## PROCLAIMING THE MONTH OF FEBRUARY 2016 AS

### Black History Month

Council as a whole, offered and moved adoption of the following resolution:

**WHEREAS**, Black History Month was established in 1976 by the Association for the Study of Afro-American Life and History. The month-long celebration was an expression of Negro History Week, which was established in 1926 by Carter G. Woodson, Director of what was then known as the Association for the Study of Negro Life and History; and

**WHEREAS**, commemorating the 52<sup>nd</sup> anniversary of the Civil Rights Act of 1964, the theme for this year's Black History Month is "Hallowed Grounds: Sites of African American Memories". The Civil Rights Act of 1964 outlawed major forms of discrimination against racial, ethnic, national and religious minorities, and women. Led by well-known leaders such as Martin Luther King Jr., protesters used fundamental campaigns in local communities and legal means to transform a nation and seek a brighter future for all Americans; and

**WHEREAS**, on Tuesday, February 4, 2014, in honor of Black History Month, Mayor Steven Fulop, the Jersey City Municipal Council and the Office of Cultural Affairs will host a flag raising ceremony and the 21<sup>st</sup> Annual Dr. Martin Luther King, Jr. Oratory Final Competition at City Hall. The goal of the oratory contest is to build awareness about the Civil Rights Movement in America and share the words of Dr. King, so that the great civil rights values of equity, harmony and mutual respect remain a cornerstone of our citizenry for future generations.

**NOW, THEREFORE BE IT RESOLVED**, that the Municipal Council of the City of Jersey City does hereby recognize the achievements and contributions of the African-American community to our city and our nation. We hereby proclaim the month of February 2016 as "Black History Month."

**BE IT FURTHER RESOLVED**, that we pause to thank the Division of Cultural Affairs for hosting events aimed at stimulating ethnic pride, equity and harmony in our diverse city and commend the courageous participants of the 21<sup>st</sup> Annual Dr. Martin Luther King, Jr. Oratory Competition. As we listen to the echoes of speeches, we see yesterday's visionaries in tomorrow's leaders.

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1-27-16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk



# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.057

Agenda No. 10.2

Approved: JAN 27 2016

TITLE:



## **RESOLUTION RATIFYING THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF APRUZZESE, McDERMOTT, MASTRO & MURPHY TO REPRESENT THE CITY OF JERSEY CITY IN NEGOTIATIONS WITH THE JERSEY CITY FIREFIGHTERS LOCAL 1066 CONTRACT**

**COUNCIL**  
following resolution:

offered and moved adoption of the

**WHEREAS**, the City of Jersey City requires the services of an attorney to represent the City of Jersey City in the contract negotiations with the Jersey City Firefighters Local 1066; and

**WHEREAS**, the firm of Apruzzese, McDermott, Mastro & Murphy is qualified to perform these services and will provide these services at the rate of **\$150.00** per hour, including expenses, for a total amount not to exceed **\$50,000**; and

**WHEREAS**, these services qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

**WHEREAS**, N.J.S.A. 19:44A-20-4 et seq. (Pay-to-Play) took effect on January 1, 2006; and

**WHEREAS**, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provision of N.J.S.A. 109:44A-20.5 (Pay-to-Play Law); and

**WHEREAS**, the City's Corporation Counsel has determined and certified in writing that the value of the contract will exceed \$17,500; and

**WHEREAS**, the law firm of Apruzzese, McDermott, Mastro & Murphy has completed and submitted a Business Entity Disclosure Certificate which certified that they have not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit from making any reportable contributions during the term of the contract; and

**WHEREAS**, Apruzzese, McDermott, Mastro & Murphy has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

**WHEREAS**, in addition Apruzzese, McDermott, Mastro & Murphy have signed the Pay-to-Play Certification required by the adoption Ordinance 08-128; and

**WHEREAS**, funds are available for the cost of these services in Account No. **15-01-201-20-155-312**; and

**WHEREAS**, the Resolution authorizing the award and the agreement itself must be available for public inspection.

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that:

1. The award of a contract to Apruzzese, McDermott, Mastro & Murphy to represent the City of Jersey City to negotiate a contract with the Firefighters Local 1066, for a total amount of **\$50,000**, including expenses is hereby ratified.

## TITLE:

**RESOLUTION RATIFYING THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF APRUZZESE, McDERMOTT, MASTRO & MURPHY TO REPRESENT THE CITY OF JERSEY CITY IN NEGOTIATIONS WITH THE JERSEY CITY FIREFIGHTERS LOCAL 1066 CONTRACT**

2. The term of the contract is one year effective as of January 27, 2016.
3. This contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.
4. The agreement shall be in substantially the form attached, subject to such modification as the Corporation Counsel or Business Administrator deems appropriate or necessary.
5. This contract is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40a:11-1 et seq.
6. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, and the Determination of Value Certification attached hereto and incorporated herein by reference shall be placed on file with this resolution.
7. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution.
8. Resolution 15-892 adopted on January 13, 2016, is hereby rescinded.

I hereby certify that there are sufficient funds available in Account No.: **15-01-201-20-155-312.**

P.D.#119032

  
Donna Mauer, Chief Financial Officer

:lgp  
1/21/15

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐


APPROVED 9-0


RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.27.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

  
Rolando R. Lavarro, Jr., President of Council

  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

**RESOLUTION RATIFYING AND AWARDING A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF APRUZZESE, MCDERMOTT, MASTRO & MURPHY, P.C. TO REPRESENT THE CITY OF JERSEY CITY IN NEGOTIATIONS WITH THE JERSEY CITY FIREFIGHTERS LOCAL 1066 CONTRACT**

**Project Manager**

Department/Division	Law	Law
Name/Title	Jeremy Farrell	Corporation Counsel
Phone/email	201-547-4667	JFarrell@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Contract Purpose**

The City of Jersey City is in negotiations with the Jersey City Firefighters Local 1066 and will be engaging industry experts to bring contracts in line with best practices.

**Cost (Identify all sources and amounts)**

City Funds 15-01-201-20-155-312

**Contract term (include all proposed renewals)**

One Year

Type of award Direct/Open

If "Other Exception", enter type

**Additional Information**

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

## **Outside Counsel Agreement**

**WHEREAS**, the objective of this Agreement is to ensure the highest quality legal representation and services for the City of Jersey City (the “City”) while maintaining effective supervision and cost controls; and

**WHEREAS**, the City issued a Request for Qualifications (“RFQ”) seeking law firms interested in serving as Outside Counsel for the City when needed; and

**WHEREAS**, the Corporation Counsel of the City of Jersey City (“Corporation Counsel”) has selected the undersigned law firm as qualified to serve as Outside Counsel for the City;

**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

### **I. CONFLICTS OF INTEREST**

#### **A. Initial Conflicts Check**

Outside Counsel must be sensitive both to direct conflicts of interest that representation of the City and other clients poses, and to the less direct, but nevertheless serious, conflicts that may arise from the same firm’s advocacy, on behalf of other clients, of positions conflicting with important City interests. Prior to Outside Counsel’s engagement, Outside Counsel shall carefully review whether any conflicts of either type exist and, if so, bring those conflicts to the attention of the Corporation Counsel. The City shall be promptly informed of and consulted with respect to all potential conflicts. Although issue conflicts may not necessarily result in a disqualification of Outside Counsel, the City shall be consulted before Outside Counsel accepts an engagement that will require the firm to advocate a position that may be adverse to a City legal interest or otherwise prejudicial to the interests of the City. The City in its sole discretion shall, after consultation with Outside Counsel, determine whether an impermissible conflict exists, or whether other circumstances exist that would undermine the public’s confidence if representation by Outside Counsel continued.

Outside Counsel’s acceptance of an engagement on a matter without written disclosure of any conflicts constitutes Outside Counsel’s representation that it has conducted an appropriate conflict check and no conflict exists.

#### **B. City Conflicts**

The City has a duty to protect the public interest. As part of this responsibility, the City sets policies to ensure that the legal system operates in a manner that safeguards the public’s confidence in the integrity and impartiality of its administration. For this reason, in addition to insisting that its attorneys follow the Rules of Professional Conduct, the City prohibits Outside Counsel that represent the City, while such matter is pending, from:

(1) Representing private parties before the City or any of its boards, proceedings, commissions or autonomous agencies in adversarial, transactional or non-adversarial proceedings. Outside Counsel also may not, on behalf of a private client, lobby the City or any City department.

(2) Representing private parties in any matter in which the City also is a party, if the private party has interests adverse to the City.

(3) Representing a private client with interests adverse to the City.

(4) Representing another client if that representation would present a substantial risk that Outside Counsel's responsibilities to the City would limit its ability to provide independent advice or diligent and competent representation either to the City or the other client.

(5) Representing another client where the Outside Counsel's knowledge of the City's legal positions or strategy, derived from its representation or prospective representation of the City, could be used to the advantage of the other client or the disadvantage of the City.

### **C. Continuing Obligation**

The obligation to disclose conflicts continues throughout the course of the representation. Outside Counsel must review conflicts of interest on an ongoing basis as new matters are opened. Any new attorney/client relationships that potentially create a conflict shall be reported to the Corporation Counsel immediately.

### **D. Attorney-Client Privilege Group/No Representation of Other Persons/Entities Absent Approval**

Outside attorneys engaged to represent the City (as opposed to a named person) shall consider themselves to have formed an attorney-client relationship *only* with the City, and not any of its individual employees. When speaking with current or former employees of the City, Outside Counsel shall, as appropriate, advise those employees that although their dialogue will be considered attorney-client communications to the fullest possible extent, counsel's responsibility is to the City and they do not represent those employees in their individual capacities. As a matter proceeds, if employees of the City will be examined under oath or interviewed in other adverse contexts, and if Outside Counsel believe it advisable for them to represent the employees in their individual capacities at such events, Outside Counsel must obtain the Corporation Counsel's advance consent before agreeing to represent such persons in their individual capacities. The Corporation Counsel, in consultation with other City personnel, will determine if it is appropriate for the individual to receive representation and, if so, by whom.

Outside Counsel who are engaged to represent both an entity and employees of that entity simultaneously shall take all necessary steps to ensure the continuing absence of conflicts, and to preserve their ability to continue representing the entity in the event that conflicts develop between the entity and individual clients.

## **II. WORKING RELATIONSHIP**

### **A. Identification of Objectives/Relationship Attorney**

The Corporation Counsel or his designee will be Outside Counsel's principal and regular point of contact for financial and strategic decisions. Only the Corporation Counsel or his designee has authority to direct Outside Counsel in the handling of the matter. If a City employee other than the Corporation Counsel or his designee asks Outside Counsel to proceed in a certain fashion or to perform certain activities with respect to a specific legal matter, Outside Counsel shall report the request to the Corporation Counsel and obtain direction prior to proceeding.

Outside counsel shall designate an Attorney to be the Corporation Counsel's principal contact. In all matters, the City remains ultimately responsible for making all substantive decisions and determining the costs and benefits of contemplated legal activity. In many matters, City attorneys will act as full co-counsel and be engaged with Outside Counsel in the day-to-day conduct of the case. In matters where Outside Counsel is handling that day-to-day conduct without City personnel as co-counsel, the City shall be consulted on a regular basis throughout the course of Outside Counsel's engagement and to be kept fully informed of the current status and proposed course of the matters assigned to Outside Counsel's firm. All strategic, tactical, staffing (including any proposed staffing changes) and significant resource allocation decisions about City legal matters must be made in collaboration with the Corporation Counsel.

### **B. Early Case Assessment/Cost Assessment**

Each complex matter is to be thoroughly evaluated at its outset. The same applies to actions in which the City is the plaintiff, except that the analysis will be performed before the case is filed. In any matter, Outside Counsel shall provide an early case assessment that includes analysis of (1) likely costs to the City from the process, (2) possible outcomes, indicating the likelihood of each, and (3) strategy and tactics for termination or resolution. The format of the early case assessment may vary from a formal written document to a verbal briefing or a combination of a written budget with a verbal briefing on other aspects of the case.

Please note that time spent preparing a budget is not billable, but counsel may bill for time spent preparing an early case assessment or a recommended discovery plan.

The City places significant reliance on cost estimates and Outside Counsel shall prepare them with care. Although the City understands that unanticipated events may have an impact on costs, the City shall be consulted promptly if Outside Counsel believes that the most recent cost estimate provided is no longer accurate. Should total fees or costs exceed the agreed budget, or should fees or costs for a phase of the case exceed the agreed estimate for that phase, without adequate explanation in advance that the increased expense will be necessary, the City may require that an increased discount be applied to unanticipated fees or costs and reserves the right not to pay Outside Counsel for any amounts incurred or expended in excess of the approved budget or estimate.

For bond matters and other transactional engagements, counsel may be expected to

provide a fee cap for the transaction, approved by the City, prior to commencing work. Only where a transaction materially changes in scope will the City consider revisions to an agreed fee cap. No payments above the agreed fee cap shall be made unless and until a revised fee cap has been approved in writing by the Director of the City or his/her designee.

### **C. Staffing**

Unless otherwise agreed, the senior attorney retained shall be directly and ultimately responsible for the entire assignment. The day-to-day involvement of that senior attorney, however, shall be appropriate to the magnitude of the matter and the efficiency required for a timely, cost effective, quality work product. When a senior attorney can handle an assignment most efficiently (based on skill and experience), that senior attorney shall complete the assignment.

The City shall be billed for only one attorney to attend events such as depositions, witness meetings, settlement conferences, negotiations and meetings with other parties' counsel. The City recognizes that in more complex matters and those with multiple work-streams, it may occasionally be appropriate for multiple attorneys to attend significant events and for members of the team to consult with each other. The City insists, however, that no more than the minimum number of attorneys necessary to an event attend, that billable internal conferences and charges for drafting and reading internal email correspondence occur only when absolutely required, and that the Corporation Counsel be regularly informed both of the number of attorneys who will attend significant events and the reason for the attendance of each billing timekeeper.

The City believes that it is most efficient for a single attorney or group of attorneys to handle a matter from beginning to end and Outside Counsel shall strive for such continuity. The City will not pay for learning time that may result from staffing changes at Outside Counsel's firm. In addition, the City will not reimburse Outside Counsel for any routine training or supervisory time, including time spent at seminars, unless specifically approved in advance and included as part of the budget. The City will not ordinarily pay for summer associate time unless such time has been identified as part of the approved staffing plan for appropriate work. The City will not pay for time submitted by librarians; secretaries; billing, filing, docketing or document clerks; internal messengers/couriers; temporary or clerical support staff; word processors; and IT professionals other than electronic discovery specialists serving a function similar to that of paralegals/case managers. The City also will not pay for time billed by attorneys or paralegals to perform tasks (filing, indexing, etc.) that could and should have been handled by support personnel.

### **D. Settlement**

Outside Counsel shall have no settlement authority unless and until such authority is explicitly conferred on them by the Corporation Counsel. If Outside Counsel believes that settlement should be pursued, Outside Counsel must seek instructions in this regard from the Corporation Counsel, and not pursue formal or informal settlement discussions without the Corporation Counsel's approval. Outside Counsel shall immediately inform the Corporation Counsel of any settlement proposal or overture, formal or informal, by the opposing party or counsel. Please

note that under no circumstances can the City agree to designate a settlement agreement as confidential. All City settlement records are, by definition, public documents.

#### **E. Media Relations/Law Firm Advertising**

**The City does not authorize outside counsel or vendors to comment publicly in any manner on any aspect of the City's legal matters.** All media inquiries relating to the City shall be referred promptly to the Corporation Counsel and discussed with the Corporation Counsel before responding to the media contact in any manner. This includes even "no comment" or other non-substantive responses. If time is of the essence and Outside Counsel cannot reach the Corporation Counsel, the Press Secretary in the Office of the Mayor shall be contacted.

The City does not permit Outside Counsel to advertise or promote their relationship with the City, other than by listing the City as a representative client.

#### **F. Engagement of E-Discovery and Other Vendors, Including Experts**

Before engaging any vendor, including electronic discovery firms and experts, lobbyists or other consultants (in each case, a "vendor"), Outside Counsel must pre-clear that engagement with the Corporation Counsel, unless the Corporation Counsel has explicitly granted exceptions to this preclearance requirement. The City will not be responsible for vendor fees or costs unless that vendor's engagement was pre-approved by the City. The City may require Outside Counsel to engage vendors with which the City has master contracts or preferred pricing arrangements, and always will insist on engagement of the lowest-cost vendor qualified to handle a task (understanding that complex tasks may require vendors with specialized expertise).

Outside Counsel will pay all third-party service providers directly and will bill the City for those services' detailed disbursements included in monthly invoices. This City will not accept separate invoices from service providers directly to the City for payment.

Outside Counsel has the responsibility to ensure that there are no conflicts between any vendor and the City. In addition, all vendors must execute the confidentiality agreement attached as Appendix A. The fee and disbursement policies as outlined in this Agreement shall be made available to, and followed by vendors. It is Outside Counsel's responsibility to confirm that all third party billings comply with this Agreement.

Vendor payment arrangements shall be discussed in advance with the Corporation Counsel. In general, Outside Counsel shall contract with vendors themselves and pay the third party invoices directly, incorporating those invoices into their own bills to the City and including appropriate detail for reasonable review by City personnel. The City may request Outside Counsel to provide full copies of vendor invoices; Outside Counsel therefore shall retain those invoices in accordance with IRS guidelines. The Corporation Counsel may approve other payment arrangements, including (in rare cases) direct contracting with and payment by the City.

When engaging court reporting services, Outside Counsel shall request only one transcript (electronic or hard copy). The City will not reimburse charges for additional



transcripts.

#### **G. Adherence to Ethical Standards**

The City conducts itself in accordance with the highest ethical standards and expects the same of its Outside Counsel. No City employee ever has authority to instruct Outside Counsel to act in an unethical manner. If Outside Counsel believes that a City employee has engaged or will engage in illegal or unethical activity, Outside Counsel must immediately advise the Corporation Counsel. The City will terminate its relationship with any Outside Counsel who, in the City's sole discretion, fails to adhere to the foregoing ethical standards.

At all times, Outside Counsel will remain aware of and in compliance with each of the City's "Pay-to-Play" ordinances and any amendments thereto.

#### **H. Gratuities**

City officers and employees are prohibited from accepting any gift, favor, service or other thing of value related in any way to the City officer's or employee's public duties. In addition, any vendor to the City is prohibited from offering a gift or other thing of value to a City officer or employee with which the vendor transacts business or offers to transact business. Any City officer or employee is prohibited from soliciting a gift or thing of value from a City vendor. This includes charitable donations made in the name of a City employee.

The City reserves the right to amend this Agreement from time to time, providing written notification to Outside Counsel within thirty (30) days of the effective date of any substantive changes. Failure to accept amendments may result in the termination of services from the City.

#### **I. Malpractice Insurance**

Outside Counsel representing the City shall maintain malpractice insurance coverage that is reasonable and prudent in relation to the types and sizes of matters handled. Outside Counsel shall, upon request, promptly provide the Corporation Counsel with copies of any applicable policies required under this section, and/or a certificate of insurance. Each policy provided must be certified by the agent or underwriter to be a true copy. If Outside Counsel does not have coverage or if coverage is cancelled and not immediately replaced with comparable coverage, Outside Counsel must immediately report this to the Corporation Counsel.

#### **J. File Retention**

For Litigated Matters: Outside Counsel shall retain pleadings, correspondence, discovery materials, deposition transcripts and similar documents and work product for a period of no less than seven (7) years from the date the matter is concluded or for the time period specified by rule or law in the jurisdiction in which the matter was pending, whichever is longer. Beyond this period, Outside Counsel shall notify the City in writing no less than sixty (60) days prior to destroying any file. Along with the written notification, Outside Counsel shall submit an

inventory of any original City documents contained in the file to be destroyed and a representation that any electronic version of the file will also be destroyed or deleted.

For Bond and Other Transactions, and Advice Matters: Documents shall be retained in accordance with the same policies applicable to litigated matters unless applicable law mandates any longer retention schedule. However, bond counsel and transactional/advice counsel shall retain all transcripts of transactions and memoranda of advice indefinitely unless otherwise directed by the Corporation Counsel.

### **III. Billing**

#### **A. Rates**

Outside Counsel is hired to work on negotiations with the Jersey City Firefighters Local 1066. Outside Counsel shall be compensated at the rate of **\$150.00** per hour, including expenses. The total amount of this agreement shall not exceed **\$50,000.00**.

The City will pay for actual services rendered at rates established in Requests for Qualifications or otherwise agreed to in advance. At the time of Outside Counsel's initial engagement, Outside Counsel shall furnish the Corporation Counsel with a schedule of billing rates for partners, associates and all other timekeepers expected to bill time against the matter for review and approval prior to billing time to the City. Because of City procurement rules, the rates applicable at the inception of each specific matter must remain in effect for the duration of that matter.

Hourly rates shall include all overhead costs (*see* Acceptable Fees/Charges, below), none of which shall be included in disbursements.

Time must be billed in 0.1 hour increments and on a per-task basis. The time entry description must be specific, detailing the action taken and the subject matter. Absent prior consent, the City will not pay for more than ten (10) hours of time by a single timekeeper in a single day, but the Corporation Counsel may increase that number of permissible hours in matters of special urgency or where cases are in or approaching trial.

Outside Counsel shall bear in mind that invoices may be disclosed pursuant to the City's open records laws and that courts may not sustain assertions of privilege by the City. Although the City will endeavor to redact privileged information before releasing bills for public consumption, Outside Counsel shall, to the extent practicable and consistent with the need to fully inform the City of its activities and to allow the City to evaluate the reasonableness of billing narratives, avoid the inclusion of privileged matter in invoices.

#### **B. Invoicing Policy**

All invoices must be submitted to the Corporation Counsel.

For litigation, advice, and non-bond transactional matters, Outside Counsel generally are expected to submit monthly invoices within thirty days of the conclusion of the billing period, absent the City's prior consent to a longer delay. All charges must reflect the work performed within the billing period or a reasonable time before the billing period. Absent good cause, as defined by the City, the City will not pay for services or expenses incurred more than 90 days prior to the date the invoice is submitted. For bond matters, Outside Counsel are expected to submit their invoice within thirty days of the conclusion of the transaction.

Absent a specific agreement to an alternative fee arrangement, Outside Counsel fees shall be computed by applying the negotiated hourly rate to the time for the services expended. Hours shown must accurately reflect the time spent on the described activity and must either be the exact amount of time or the exact time rounded down to the nearest one-tenth of an hour. Block billing—grouping multiple activities under a single time charge—will not be accepted, and the City will not pay for any time recorded in a block fashion unless this requirement is waived by the Director of the City of Law or his or her designee.

Every bill from Outside Counsel is deemed to be a certification by the firm and billing partner that all legal services and disbursements reflected on the bill are reasonable for the legal matter involved and necessary for the proper provision of legal services to the City. The City may deduct certain fees and charges that are inconsistent with this Agreement.

The City reserves the right to audit all fee and disbursement details that Outside Counsel submit, as well as the corresponding legal file. The City will promptly terminate the services of any Outside Counsel whose billing practices raise questions about the Outside Counsel's integrity, honesty or compliance with the applicable rules of professional conduct or this Agreement.

### **C. Invoice Format**

Each invoice will include the following minimum requirements:

- Unique invoice number
- Invoice date
- Matter name
- Outside Counsel's matter number
- Date(s) services were performed
- Timekeeper name or ID
- Timekeeper title or level
- A narrative description of the services provided or tasks performed for each specific task. The description shall clearly state the nature of the task performed sufficient to allow the City to determine why it was necessary. Incomplete or vague charge descriptions are unacceptable. Examples of incomplete or vague charges include, but are not limited to: 'analysis', 'review file', 'conference', 'attention to matter'; 'worked on discovery', 'work on file', 'prepare for meeting', 'misc.', and 'other'.
- Time entry to the nearest tenth (.10) of an hour
- Timekeeper rate
- Charge total

- Detail of reimbursable expenses and disbursements at actual cost

The detailed billing report from Outside Counsel's system will provide this information. If Outside Counsel provides services on more than one matter during a billing period, a separate invoice for each matter is required.

#### **D. Acceptable Fees/Charges**

**Overhead charges may not be billed.** The City will not reimburse Outside Counsel for basic support services, which the City deems to be part of Outside Counsel's overhead and built into its rates. The City will not pay for any of the following items under any circumstances:

- Billing inquiries
- Opening and closing files
- Internal filing
- Secretarial services (including overtime charges)
- Word processing or proofreading
- Maintenance of a calendar or tickler system
- Investigating potential conflicts
- Preparing budgets
- Library usage (including book purchases or subscriptions) or library staff time
- Office supplies
- Conference room charges

**E. Basic legal research may not be billed.** Outside Counsel shall be familiar with the basic substantive law at issue in the matter for which the firm was retained, and the City shall not be charged for this type of research. If legal research benefits other clients, only the proportionate share of that cost shall be billed to the City. The City shall also benefit from previously prepared briefs and memoranda, and when such briefs or memoranda exist, will pay only for actual time spent updating or tailoring the same. All other anticipated legal research shall be addressed in Outside Counsel's proposed budget. Legal research projects necessary in a particular litigation assignment must be approved in advance by the Corporation Counsel before the research is commenced.

The City will pay only for the actual time spent by Outside Counsel or other approved timekeeper conducting the research. As explained *infra*, fees charged by electronic or other research services, including library fees, Westlaw, Lexis and other online services are considered general overhead and are not reimbursable.

**F. Out-of-pocket costs must be itemized and passed through with no markup.** The City will reimburse Outside Counsel for reasonable, documented and itemized out-of-pocket disbursements and costs incurred on behalf of the City, with the exceptions and limitations set forth in this Agreement. Outside Counsel's invoices to the City shall reflect the actual cost and shall not include any markup. All disbursements must be fully itemized with a description sufficient for review, identifying the number of units, price per unit and total cost. The City may refuse to pay for disbursements billed as 'miscellaneous,' billed in a group (e.g.,

Travel Expenses - \$4,000.00) or disbursements without descriptions.

**G. Prohibited disbursements.** The City considers certain disbursements to be part of a law firm's overhead and will not pay such charges. These items include:

- Rent (including temporary office space)
- Westlaw, Lexis and other legal database services
- Cost or usage of computers or mobile devices or internet service charges
- Equipment rental
- Storage charges
- Catering for internal meetings
- Meals (except during business travel, and then limited to \$70 per day)
- Mileage for short trips (<30 miles one way)
- Travel costs exceeding discounted, non-refundable coach fares except where excess costs have been approved in advance
- Telephone charges
- Facsimile charges
- Allocated charges from a firm's blanket service agreements with outside vendors

**H. Copying/scanning.** Copying charges may be billed to the City at the lesser of the most favorable rate applied by Outside Counsel or five cents per page. The City will reimburse for document scanning at Outside Counsel firm's regular rate, up to a maximum of five cents per page, for document productions, but the City will not pay time charges associated with scanning, and there shall be no charges associated with the scanning and filing of court papers and correspondence. Every effort shall be made to minimize scanning expenses by working with documents in electronic format whenever possible.

**I. Couriers and Overnight Mail.** The City will reimburse for actual charges billed to Outside Counsel for deliveries (including overnight express) that are necessary in the interest of speed and reliability. Outside Counsel shall use the lowest cost service consistent with need and reliability, and to arrange schedules, whenever practicable, to avoid the need for premium-priced couriers. Outside Counsel shall use less expensive means, such as email (encrypted, when necessary) or regular mail where it is practical to do so.

**J. Travel Expenses.** All air and rail travel must be first approved by the Corporation Counsel, ideally as part of the case budget. Outside Counsel shall use good judgment in selecting hotels and restaurants and incurring expenses for which the taxpayers are to be charged. Outside Counsel shall use alternatives to travel such as conference calls or videoconferences whenever practicable. If the travel involves another client, the City may be billed only for its proportionate share of both time and related expenses. **Non-working travel time is not billable without the Corporation Counsel's prior approval.**

**K. Reimbursement of Meals for Overnight Travel.** The City will reimburse for meals consumed while traveling overnight on City business, but limited (absent prior approval) to no more than seventy dollars (\$70) per person, per day. Under no circumstances will the City

reimburse costs for alcoholic beverages.

**L. Maintenance of Expense Records.** To ensure compliance with the City's reimbursement policies, Outside Counsel shall require itemization of out-of-pocket expenses such as airline tickets, meals and hotel bills before making reimbursement to any attorney, employee or third party, and maintain original receipts. Travel and meal expenses and receipts may be audited and shall be retained by Outside Counsel in accordance with applicable IRS guidelines. Unless requested to do so by the City, Outside Counsel shall not forward copies of travel and meal expense receipts to the City with the firm's invoices.

**M. Personal Expenses Not Reimbursable.** Please take care to distinguish between personal expenses and properly chargeable business expenses. The City will not reimburse for, among other things, recreation fees, salon or spa charges, pay-per-view movies or other personal entertainment charges, airline baggage charges, travel agency expenses, shoe shines, toiletries, dry cleaning or laundry (except in the unlikely event travel of more than seven days' duration is required), or luggage.

**N. Vendor discounts must be passed through.** If Outside Counsel receives a discount or rebate from a vendor based on the aggregate level of business with that vendor, such discount shall be disclosed and the City shall receive the benefit on a proportionate basis. This does not include frequent-flyer miles or similar perquisites allocated to individual travelers.

#### **IV. CONFIDENTIALITY**

In the course of representing the City, Outside Counsel will frequently gain access to nonpublic and confidential information. The City requires Outside Counsel to maintain the confidentiality of such information both during and after the course of Outside Counsel's representation of the City. Outside Counsel must have in place appropriate procedures to ensure the protection of all such information. In the event the representation requires Outside Counsel to become privy to protected personally-identifiable information about any person, such as health or financial records, Social Security numbers or other such information, then this information must be handled with the utmost care both within facilities in Outside Counsel's control, and certainly when that information is being transported. Under no circumstances shall such confidential information be transported outside Outside Counsel's offices--either physically or over the public internet--unless the information is appropriately encrypted. In the event information is compromised or potentially compromised, Outside Counsel must notify the City immediately.

Outside Counsel must follow all statutory, regulatory, and ethical provisions relating to privacy, confidentiality and nondisclosure of all privileged, proprietary and confidential information. Outside Counsel must take appropriate measures to ensure that all legal and nonlegal personnel are familiar with this requirement and are effectively supervised in this regard.

Vendors to whom Outside Counsel gives access to confidential or proprietary material of the City (including work product) must sign the confidentiality agreement attached as Appendix

A. It is the responsibility of Outside Counsel to obtain a signed confidentiality agreement from each vendor and to retain those agreements.

This Confidentiality Section, and the corresponding Confidentiality Agreement attached as Appendix A, is above and beyond any relationships or privileges held or created separate and apart from this Agreement.

## **V. NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS**

Outside Counsel shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

## **VI. TERMINATION**

The City reserves the right to terminate the within Agreement at any time for any reason whatsoever, in which event Outside Counsel shall be paid for services due up to the date of termination. Thereafter, this Agreement shall be considered null and void with no further rights or obligations emanating therefrom. Unless sooner terminated or renewed, this contract shall be for a term of one (1) year commencing on the date the contract is executed by City officials.

## **VII. GENERAL TERMS.**

### **A. Governing Law/Jurisdiction**

This Agreement will be interpreted in accordance with, and governed by, the laws of the State of New Jersey. The courts of the State of New Jersey will have exclusive jurisdiction and the parties irrevocably attorn to the jurisdiction of such courts.

## **B. Counterparts Clause**

This Agreement may be executed by e-mail in counterparts all of which will be deemed originals and legally binding once delivered to each of the other parties' authorized e-mail addresses and such delivery is acknowledged by reply e-mail. Although not necessary to legally bind the parties, each party agrees to promptly circulate signed originals in sufficient number to the other parties for record-keeping purposes after completing the e-mail execution and delivery. All counterparts when executed and delivered (by e-mail or in paper form) will be construed together to be an original and will constitute one and the same agreement.

## **C. City of Jersey City Contractor Pay-to-Play Reform Ordinance**

This contract was awarded in accordance with the City of Jersey City's Contractor Pay-to-Play Reform Ordinance, Section 3-51.1 of the City Code. As such the undersigned does hereby attest that Outside Counsel, its subsidiaries, assigns or principals have neither made a reportable contribution in the one year period preceding the date that the City Council awards the contract that would be deemed to be a violation of Section 3-51.1, nor will Consultant, its subsidiaries, assigns or principals make a reportable contribution during the term of the contract that would be in violation of Section 3-51.1.

## **D. City of Jersey City Lobbyist Disclosure Ordinance**

This contract was awarded in accordance with the provisions of the City's Disclosure of Lobbyist Representative Status Ordinance §3-9.1 et seq. adopted on June 12, 2002. As such the undersigned does hereby attest that Outside Counsel either did not retain the services of a lobbyist to lobby on behalf of Outside Counsel for the award of this contract, or if a lobbyist was retained by the Outside Counsel for such purposes, the Outside Counsel's lobbyist, prior to commencing his/her lobbying activities, filed a notice of lobbyist representative status form with the City Clerk. Any Outside Counsel whose lobbyist failed to comply with the provisions of Ordinance §3-9.1 et seq, following notice and an opportunity to be heard, shall be disqualified from entering into contracts with the City for a period of two (2) years for each violation.

## **E. Compliance with Affirmative Action Plan**

(a) If the Agreement exceeds \$40,000, it shall also be subject to the Affirmative Action amendments to the Law Against Discrimination, N.J .S.A. 10:5-31 et seq.

(b) This Agreement shall not become effective and Consultant shall provide no services under this Agreement until it has executed the following:

- 1) A supplemental Affirmative Action Agreement pursuant to N.J.S.A. 10:5-31 et seq. (for contracts which exceed \$40,000). Exhibit "A" is attached hereto and incorporated herein by reference.
- 2) An Affirmative Action Employee Information Report (form AA-302) for contracts which exceed \$40,000;



By accepting an engagement by the City, law firms will be deemed to have familiarized themselves with this agreement and to have agreed to adhere to it in all respects, now and as they may be amended from time to time upon written notice and acceptance. This acceptance is a matter both of contract and professional responsibility.

IN WITNESS WHEREOF, the parties have executed this Agreement and have agreed that it shall be effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**Attest:**

**City of Jersey City**

\_\_\_\_\_  
**Robert Byrne**  
**City Clerk**

\_\_\_\_\_  
**Robert Kakoleski**  
**Business Administrator**

**WITNESS:**

**Apruzzese, McDermott, Mastro &  
Murphy, P.C.**

\_\_\_\_\_  
**By:**  
**Firm:**

## **APPENDIX A CONFIDENTIALITY AGREEMENT**

### **CONFIDENTIALITY AGREEMENT**

\_\_\_\_\_, (Subcontractor), as a contractor of Outside Counsel retained by the City of Jersey City (the "City") pursuant to an "Outside Counsel Agreement" dated \_\_\_\_\_, hereby acknowledges and agrees as follows:

1. All documents and data, including but not limited to financial, statistical, personnel, customer and/or technical documents, owned or supplied by the City to the Subcontractor, shall be treated as confidential (Documents and Data). The Subcontractor shall take all necessary and reasonable precautions to ensure that the City's Documents and Data are safeguarded. Use of the Documents and Data is strictly limited to that use necessary to complete the scope of work agreed upon, which may include disclosure to employees, officers or agents of any subcontractor assisting with the scope of work. Any other use, and any sale or offering of the Documents and Data in any form by the Subcontractor, or any individual or entity in the Subcontractor's charge or employ, will be considered a violation of this Confidentiality Agreement and may result in termination of the agreement between Subcontractor and the law firm retained by the City, and the Subcontractor's suspension or debarment from City contracting. In addition, such conduct may be reported to the appropriate authorities for possible criminal prosecution.
2. Subcontractor shall be responsible to ensure that all agents and individuals or entities in the Subcontractor's charge or employ adhere to this Confidentiality Agreement. A breach of confidentiality by any individual or entity in the Subcontractor's charge or employ will be considered a violation of this Confidentiality Agreement by the Subcontractor.
3. In the event that Subcontractor, its agent or any individual or entity in the Subcontractor's charge or employ receives a subpoena, demand, or other request for any of the City's documents or data, Subcontractor shall promptly notify the City and shall not turn over any of the City's documents or data.
4. The Subcontractor shall comply with all applicable City and Federal laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information or other event requiring notification. In the event of a breach of any of the Subcontractor's confidentiality obligations or other event requiring notification under applicable law ("Notification Event"), the Subcontractor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the City and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.
5. Upon termination of this Confidentiality Agreement the Subcontractor shall return or erase, destroy, and render unreadable all Subcontractor copies of City Documents and Data, both physical and electronic, and certify in writing that these actions have been completed within 30

days of the termination of this Confidentiality Agreement or within 14 days of the request of an agent of the City, whichever shall come first.

6. This Confidentiality Agreement shall survive the Subcontractor's termination of the contract between the law firm retained by the City and Subcontractor or upon completion of the scope of work related to the City.

Subcontractor/Firm: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

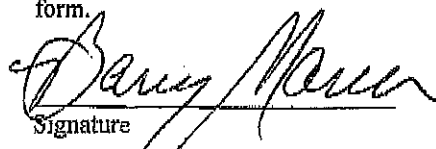
**C.271 POLITICAL CONTRIBUTIONS DISCLOSURE FORM**Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than ten (10) days prior to the award of the contract.

**PART I – Vendor Information**

Vendor Name:	Apruzzese, McDermott, Mastro & Murphy, P.C.
Address:	25 Independence Boulevard, P.O. Box 112
City, State & Zip Code:	Liberty Corner, New Jersey 07938

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.



Signature

Barry Marell  
Printed Name

Treasurer  
Title

**PART II – Contribution Disclosure**

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26, this disclosure must include all reportable political contributions (more than \$300.00 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
Apruzzese, McDermott, Mastro & Murphy, P.C.	Committee to Elect James Davis		\$500.00

☐ Check here if the information is continued on subsequent page(s).

**APPENDIX A**  
**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

The contractor and the City of Jersey City, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: Barry Marell, Treasurer

Representative's Signature: 

Name of Company: Apruzzese, McDermott, Mastro & Murphy, P.C.

Tel. No.: 908-580-1776

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR NON-FAIR AND OPEN CONTRACTS**  
 Required Pursuant To N.J.S.A. 19:44A-20.8  
**CITY OF JERSEY CITY**

**Part I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Apruzzese, McDermott, Mastro & Murphy, P.C., has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding **January 1, 2016** to any of the following named candidate committee, joint candidates committee, or political party committee representing the elected officials of the Borough of Bay Head as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Election Fund for Steven Fulop (2013)	Councilperson Frank Gajewski
Team Fulop	Councilperson Khemraj "Chico" Ramchal
Tem Fulop Runoff	Councilperson Richard Boggiano
Lavarro for Council	Councilperson Michael Yun
Councilperson Joyce E. Watterman	Councilperson Candice Osborne
Councilperson Daniel Rivera	Councilperson Diane Coleman

**Part II - Ownership Disclosure Certification**

☒ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check which represents the type of business entity:

☐ Partnership      ☒ Corporation      ☐ Sole Proprietorship      ☐ Subchapter S Corporation  
☐ Limited Partnership      ☐ Limited Liability Corporation      ☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Robert T. Clarke	36 Cedar Road, Whitehouse Station, NJ 08889
Frederick T. Danser	265 Victoria Drive, Bridgewater, NJ 08807
Maurice J. Nelligan	57 Country Acres Drive, Hampton, NJ 08827
Barry Marell	5 Lara Place, Watten, NJ 07059
Mark J. Blunda	73 South Manor Court, Wall, NJ 07719

**Part 3 - Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Apruzzese, McDermott, Mastro & Murphy, P.C.

Signed: Barry Marell Title: Treasurer

Print Name: Barry Marell Date: \_\_\_\_\_

Subscribed and sworn before me this 20 day of

January, 2016.

CLARA M. LONGO  
 Notary Public

My Commission expires CLARA M. LONGO

A Notary Public of New Jersey

My Commission Expires 11/21/19

Barry Marell  
 (Affiant)  
Barry Marell, Treasurer  
 (Print name & title of affiant) (Corporate Seal)

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR NON-FAIR AND OPEN CONTRACTS**  
 Required Pursuant To N.J.S.A. 19:44A-20.8  
**APRUZZESE, MCDERMOTT, MASTRO & MURPHY, P.C.**

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

**"Local Unit Pay-To-Play Law" (P.L. 2004, c.19, as amended by P.L. 2005, c.51)**

**19:44A-20.6 Certain contributions deemed as contributions by business entity.**

5. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

**19:44A-20.7 Definitions relative to certain campaign contributions.**

6. As used in sections 2 through 12 of this act:

"business entity" means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

**Temporary and Executing**

12. Nothing contained in this act shall be construed as affecting the eligibility of any business entity to perform a public contract because that entity made a contribution to any committee during the one-year period immediately preceding the effective date of this act.

~~~~~

**The New Jersey Campaign Contributions and Expenditures Reporting Act (N.J.S.A. 19:44A-1 et seq.)**

**19:44A-3 Definitions.** In pertinent part...

p. The term "political party committee" means the State committee of a political party, as organized pursuant to R.S.19:5-4, any county committee of a political party, as organized pursuant to R.S.19:5-3, or any municipal committee of a political party, as organized pursuant to R.S.19:5-2.

q. The term "candidate committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) for the purpose of receiving contributions and making expenditures.

r. the term "joint candidates committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) by at least two candidates for the same elective public offices in the same election in a legislative district, county, municipality or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection: ...; the offices of member of the board of chosen freeholders and county executive shall be deemed to be the same elective public offices in a county; and the offices of mayor and member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

**19:44A-8 and 16 Contributions, expenditures, reports, requirements.**

*While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions:*

"The \$300 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L.1993, c.65 (C.19:44A-7.2)

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY  
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED ON  
SEPTEMBER 3, 2008**

**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Apruzzese, McDermott, Mastro & Murphy, PC (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

**PART II - Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Apruzzese, McDermott, Mastro & Murphy, P.C.

Signed Barry Marek Title: Treasurer

Print Name Barry Marek Date: \_\_\_\_\_

Subscribed and sworn before me  
this 20<sup>th</sup> day of Jan, 2016.  
My Commission expires: \_\_\_\_\_

Barry Marek  
(Affiant)  
Barry Marek, Treasurer  
(Print name & title of affiant)

(Corporate Seal)

Seal) CLARA M. LONGO  
A Notary Public of New Jersey  
My Commission Expires 1/31/19

\*Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.



**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: Apruzzese, McDermott, Mastro & Murphy, P. C.  
Address: 25 Independence Boulevard, Warren, NJ 07059  
Telephone No.: 908-580-1776  
Contact Name: Barry Marell, Treasurer

Please check applicable category:

☐ Minority Owned Business (MBE) ☐ Minority & Woman Owned Business (MWBE)  
☐ Woman Owned business (WBE) ☒ Neither

**Definitions**

**Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**DIVISION OF PURCHASING COPY**

(REVISED 4/13)

**EXHIBIT A**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**  
**N.J.A.C. 17:27**

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

**EXHIBIT A (Continuation)**

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

**EXHIBIT A**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**Goods, Professional Services and General Service Contracts**  
**(Mandatory Affirmative Action Language)**

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Barry Marell, Treasurer

Representative's Signature: 

Name of Company: Apruzzese, McDerriott, Mastro & Murphy, P.C.

Tel. No.: 908-580-1776

Date: January 20, 2016

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/  
DIVISION OF REVENUE  
PO BOX 188  
TRENTON, NJ 08646-0188

TAXPAYER NAME:

APRUZZESE, MCDERMOT, MASTRO & MURPHY PC

TRADE NAME:

TAXPAYER IDENTIFICATION#:

SEQUENCE NUMBER:

0004804

ADDRESS:

25 INDEPENDENCE BLVD  
WARREN NJ 07059

ISSUANCE DATE:

08/31/04

EFFECTIVE DATE:

07/22/70

FORM-BRC(08-01)

Acting Director

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

Certification 8149

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT****RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27. The report has been approved by the State Treasurer. This approval will remain in effect for the period of 15 MAY 2012 to 15 MAY 2019.

APRUZZESE, McDERMOTT, MASTRO & MURPHY, P.C.  
25 INDEPENDENCE BOULEVARD  
WARREN TOWNSHIP NJ 07059

Andrew P. Blumhardt, Esq.  
State Treasurer

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.058

Agenda No. 10.7.1

Approved: JAN 27 2016

TITLE:



**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY  
CONDEMN GOVERNOR CHRIS CHRISTIE AND THE NEW JERSEY DEPARTMENT  
OF ENVIRONMENTAL PROTECTION FOR THE UNDATED REPORT "THE FUTURE  
OF LIBERTY STATE PARK" RELEASED ON OR ABOUT NOVEMBER 24, 2015 WHICH  
PROPOSES TO COMMERCIALIZE AND PRIVATIZE LIBERTY STATE PARK**

**COUNCIL AS A WHOLE**, offered and moved adoption of the following resolution:

**WHEREAS**, Liberty State Park, located in Jersey City is one of the crown jewels of the State of New Jersey park system. Located along the Hudson River water front across from lower Manhattan and a short boat ride away from Ellis Island and the Statue of Liberty, Liberty State Park is also the only urban park in New Jersey's state parks system. Between 4 and 5 million people visit the park each year to take in the remarkable views and enjoy the beauty and serenity of nature in the midst of one of the most heavily urbanized areas in the world. Among the 4 to 5 million visitors are 700,000 people from around the globe who pass through the park on their way to the Statue of Liberty and Ellis Island and another 500,000 of which visit the Liberty Science Center; and

**WHEREAS**, Liberty State Park also functions as a valued public space for the people of Jersey City and other nearby urban communities and as a prime event venue for the entire northern New Jersey region, hosting periodic and diverse events, approved by park staff, such as the Hudson County Earth Day Festival, Veuve Clicquot Polo Classic, Tough Mudder, Star Ledger Jazz Festival events; and

**WHEREAS**, Liberty State Park is "The People's Park", a special gift from the People to the People - New Jersey's Bicentennial gift to America Liberty State is a sacred American public space due to its adjacent symbols of democracy in the harbor, it's very scarce, green and peaceful urban open space, and its dramatic views of New York City; and

**WHEREAS**, The Christie administration on November 24, 2015 unveiled development options for bringing large-scale private development to Liberty State Park, including a low-rise hotel near its prized waterfront along with an amusement park, indoor sports complex and amphitheater in its south end. Governor Chris Christie has long wanted to plow under a large swath of the park to build hotels and amusement parks and whatever else redevelopers say might generate revenue on the site, it's all part of Governor Christie's euphemistic "Sustainable Parks" concept to squeeze more money out of our green spaces by destroying large portions of them; and

**WHEREAS**, a former DEP Commissioner stated that "any proposal to Liberty State Park must have a broad public consensus". Conspicuously, the overwhelming majority strongly oppose commercialized/privatization options - and those who care about Liberty State Park on behalf of themselves and future generations have the democratic right to such an open, full public process; and

## TITLE:

**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY  
CONDEMN GOVERNOR CHRIS CHRISTIE AND THE NEW JERSEY DEPARTMENT  
OF ENVIRONMENTAL PROTECTION FOR THE UNDATED REPORT "THE FUTURE  
OF LIBERTY STATE PARK" RELEASED ON OR ABOUT NOVEMBER 24, 2015  
WHICH PROPOSES TO COMMERCIALIZE AND PRIVATIZE LIBERTY STATE  
PARK**

**WHEREAS**, we urge Governor Chris Christie and the New Jersey Department of Environmental Protection to hold public hearings for all discussions concerning the proposed commercialization and privatization of Liberty State Park; and

**WHEREAS**, The New Jersey Department of Environmental Protection recommended in its report the hiring of a "master planner" to analyze the development options set forth in Governor Chris Christie's report. We urge the DEP to engage in an open, fair and transparent process for hiring a master planner which conforms and complies with New Jersey Open Meetings Act; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Municipal Council of the City of Jersey does hereby condemn Governor Chris Christie and the New Jersey Department of Environmental Protection for the undated report "The Future of Liberty State Park" released on or about November 24, 2015 which proposes to commercialize and privatize Liberty State Park.

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

Corporation Counsel

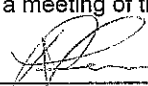
Certification Required ☐Not Required ☐**APPROVED 9-0**


| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.27.16 |     |     |      |               |     |     |      |                |     |     |      |
|-------------------------------------------------|-----|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON                                   | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON  | AYE | NAY | N.V. |
| GAJEWSKI                                        | ✓   |     |      | YUN           | ✓   |     |      | RIVERA         | ✓   |     |      |
| RAMCHAL                                         | ✓   |     |      | OSBORNE       | ✓   |     |      | WATTERMAN      | ✓   |     |      |
| BOGGIANO                                        | ✓   |     |      | COLEMAN       | ✓   |     |      | LAVARRO, PRES. | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

  
 Rolando R. Lavarro, Jr., President of Council

  
 Robert Byrne, City Clerk

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.059

Agenda No. 10.7.2

Approved: JAN 27 2016

TITLE:



A Resolution Congratulating

## Michael Cruz

On Being Elected Mayor of Rev. Dr. Ercel Webb School (P.S. 22)

COUNCIL AS A WHOLE offered and moved for adoption the following resolution:

**WHEREAS**, the Rev. Dr. Ercel F. Webb School (also known as P.S. 22) is a public school in Jersey City, New Jersey which is dedicated to the education of children in Kindergarten through 5<sup>th</sup> grade; and

**WHEREAS**, understanding the need for civic engagement and student representation within the administrative leadership of the school, an election was held to select the "mayor" of P.S. 22; and

**WHEREAS**, the mayoral candidates were selected through primary elections within each 5<sup>th</sup> Grade homeroom class, and **Michael Cruz** won the nomination of his peer in Ms. Figueroa's class; and

**WHEREAS**, to help with the campaign, **Michael Cruz** and his campaign team in Ms. Figueroa's class were assigned a political facilitator, Assemblywoman Angela McKnight, and adopted the slogan "Michael's the Best, Forget the Rest,"; and

**WHEREAS**, after a very active weeks-long campaign, a school-wide election was held on Friday, December 18, 2015 and **Michael Cruz** was selected by his schoolmates as Mayor of P.S. 22.

**NOW, THEREFORE, BE IT RESOLVED** that the Municipal Council of the City of Jersey City does hereby commend **Michael Cruz** for being elected Mayor of P.S. 22, and wishes him lots of luck in his term as chief executive of the student body.

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 7-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.27.16 |     |     |      |               |        |     |      |               |     |     |      |
|-------------------------------------------------|-----|-----|------|---------------|--------|-----|------|---------------|-----|-----|------|
| COUNCILPERSON                                   | AYE | NAY | N.V. | COUNCILPERSON | AYE    | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| GAJEWSKI                                        | ✓   |     |      | YUN           | ✓      |     |      | RIVERA        | ✓   |     |      |
| RAMCHAL                                         | ✓   |     |      | OSBORNE       | ABSENT |     |      | WATTERMAN     | ✓   |     |      |
| BOGGIANO                                        | ✓   |     |      | COLEMAN       | ABSENT |     |      | LAVARRO, PRES | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk



# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.060

Agenda No. 10.Z.3

Approved: JAN 27 2016

TITLE:



A Resolution Congratulating

## Kylah Holmes

On Being Elected Deputy Mayor of Rev. Dr. Ercel Webb School (P.S. 22)

COUNCIL AS A WHOLE offered and moved for adoption the following resolution:

**WHEREAS**, the Rev. Dr. Ercel F. Webb School (also known as P.S. 22) is a public school in Jersey City, New Jersey which is dedicated to the education of children in Kindergarten through 5<sup>th</sup> grade; and

**WHEREAS**, understanding the need for civic engagement and student representation within the administrative leadership of the school, an election was held to select the "mayor" of P.S. 22; and

**WHEREAS**, the mayoral candidates were selected through primary elections within each 5<sup>th</sup> Grade homeroom class, and **Kylah Holmes** won the nomination of her peer in Ms. Mascola's class; and

**WHEREAS**, to help with the campaign, **Kylah Holmes** and her campaign team in Ms. Mascola's class were assigned a political facilitator, Brian Platt, who provided a meaningful learning experience around the value and purpose of elections, government, and politics; and

**WHEREAS**, after a very active weeks-long campaign, a school-wide election was held on Friday, December 18, 2015 and **Kylah Holmes** was selected by her schoolmates as Deputy Mayor of P.S. 22.

**NOW, THEREFORE, BE IT RESOLVED** that the Municipal Council of the City of Jersey City does hereby commend **Kylah Holmes** for being elected Deputy Mayor of P.S. 22, and wishes her lots of luck in her term as deputy chief executive of the student body.

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 7-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.27.16 |     |     |      |               |        |     |      |               |     |     |      |
|-------------------------------------------------|-----|-----|------|---------------|--------|-----|------|---------------|-----|-----|------|
| COUNCILPERSON                                   | AYE | NAY | N.V. | COUNCILPERSON | AYE    | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| GAJEWSKI                                        | ✓   |     |      | YUN           | ✓      |     |      | RIVERA        | ✓   |     |      |
| RAMCHAL                                         | ✓   |     |      | OSBORNE       | ABSENT |     |      | WATTERMAN     | ✓   |     |      |
| BOGGIANO                                        | ✓   |     |      | COLEMAN       | ABSENT |     |      | LAVARRO, PRES | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.061

Agenda No. 10.Z.4

Approved: JAN 27 2016

TITLE:



A Resolution Congratulating

## Jocelyn Muniz

On Being Elected Deputy Mayor of Rev. Dr. Ercel Webb School (P.S. 22)

**COUNCIL AS A WHOLE** offered and moved for adoption the following resolution:

**WHEREAS**, the Rev. Dr. Ercel F. Webb School (also known as P.S. 22) is a public school in Jersey City, New Jersey which is dedicated to the education of children in Kindergarten through 5<sup>th</sup> grade; and

**WHEREAS**, understanding the need for civic engagement and student representation within the administrative leadership of the school, an election was held to select the "mayor" of P.S. 22; and

**WHEREAS**, the mayoral candidates were selected through primary elections within each 5<sup>th</sup> Grade homeroom class, and **Jocelyn Muniz** won the nomination of her peer in Ms. Rubino's class; and

**WHEREAS**, to help with the campaign, **Jocelyn Muniz** and her campaign team in Ms. Rubino's class were assigned a political facilitator, City Council President Rolando Lavarro, Jr., and adopted the slogan "Jocelyn is Helpful, Hardworking, and Kind,"; and

**WHEREAS**, after a very active weeks-long campaign, a school-wide election was held on Friday, December 18, 2015 and **Jocelyn Muniz** was selected by her schoolmates as Deputy Mayor of P.S. 22.

**NOW, THEREFORE, BE IT RESOLVED** that the Municipal Council of the City of Jersey City does hereby commend **Jocelyn Muniz** for being elected Deputy Mayor of P.S. 22, and wishes her lots of luck in her term as deputy chief executive of the student body.

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

**APPROVED 7-0**

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.27.16 |     |     |      |               |        |     |      |               |     |     |      |
|-------------------------------------------------|-----|-----|------|---------------|--------|-----|------|---------------|-----|-----|------|
| COUNCILPERSON                                   | AYE | NAY | N.V. | COUNCILPERSON | AYE    | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| GAJEWSKI                                        | ✓   |     |      | YUN           | ✓      |     |      | RIVERA        | ✓   |     |      |
| RAMCHAL                                         | ✓   |     |      | OSBORNE       | ABSENT |     |      | WATTERMAN     | ✓   |     |      |
| BOGGIANO                                        | ✓   |     |      | COLEMAN       | ABSENT |     |      | LAVARRO, PRES | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk